

**PART I – THE SCHEDULE
SECTION C
PERFORMANCE WORK STATEMENT**

TABLE OF CONTENTS

C.1.0	INTRODUCTION	3
C.1.1	BACKGROUND INFORMATION.....	3
C.1.2	CONTRACTOR PERFORMANCE	4
C.1.3	GOALS AND OBJECTIVES	5
C.1.4	GENERAL SCOPE	6
C.1.5	EXHIBITS, TECHNICAL DOCUMENTS, AND OTHER ATTACHMENTS.....	7
C.1.6	FORMAT AND STRUCTURE.....	7
C.1.7	NOVEL CORONAVIRUS (COVID-19).....	7
C.2.0	TRANSITION.....	9
C.2.1	TRANSITION PLAN	10
C.2.2	STATUS REPORTS – TRANSITION ACTIVITIES	11
C.2.3	FACILITY WALKDOWN AND RESPONSIBILITY TRANSFER	11
C.2.4	MANDATORY SITE SERVICES	11
C.2.5	IDENTIFICATION OF MATERIAL DIFFERENCES	11
C.3.0	FSV FACILITIES SUPPORT	12
C.3.1	FSV BACKGROUND AND GENERAL SCOPE	12
C.3.2	FSV OPERATIONS.....	13
C.3.2.1	<i>FSV Emergency Management</i>	15
C.3.2.2	<i>Construction Management of the New Administrative Building</i>	16
C.3.3	FSV PHYSICAL SECURITY	17
C.3.3.1	<i>FSV Required Skills/Expertise/Qualifications</i>	22
C.3.3.2	<i>FSV Classified Information Security</i>	23
C.3.4	FSV GENERAL INFRASTRUCTURE	26
C.3.4.1	<i>FSV Office Space and Custodial Services</i>	26
C.3.4.2	<i>FSV Utilities</i>	27
C.3.4.3	<i>FSV Communication Services</i>	28
C.4.0	TMI-2 FACILITY SUPPORT	29
C.4.1	TMI-2 BACKGROUND AND GENERAL SCOPE.....	29
C.4.2	TMI-2 OPERATIONS	30
C.4.2.1	<i>TMI-2 License Renewal</i>	38
C.4.2.2	<i>TMI-2 Emergency Management</i>	39
C.4.3	TMI-2 PHYSICAL SECURITY	41
C.4.4	TMI-2 GENERAL INFRASTRUCTURE	41
C.4.4.1	<i>TMI-2 Office Space and Custodial Services</i>	42
C.4.4.2	<i>TMI-2 Utilities</i>	42

C.5.0	ISFF FACILITY LICENSE SUPPORT	42
C.6.0	PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS	43
C.6.1	PROJECT MANAGEMENT/SUPPORT/ADMINISTRATION	43
C.6.1.1	<i>Submission of Plans and Reports</i>	43
C.6.2	PUBLIC AFFAIRS/COMMUNITY RELATIONS	43
C.6.3	REGULATORY INTERACTION	43
C.6.4	PROPERTY MANAGEMENT	44
C.6.4.1	<i>Real Property Services</i>	45
C.6.4.2	<i>Personal Property</i>	45
C.6.4.3	<i>Replacement of Government Furnished Property</i>	45
C.6.4.4	<i>Government Furnished Property</i>	45
C.6.4.5	<i>Government Spare Parts</i>	46
C.6.5	SAFETY AND QUALITY PROGRAM	46
C.6.5.1	<i>Worker Safety and Health</i>	46
C.6.5.2	<i>Occupational Medical Program (OMP)</i>	46
C.6.5.4	<i>Emergency Management</i>	48
C.6.5.5	<i>Quality Assurance</i>	49
C.6.5.6	<i>Radiation Protection</i>	50
C.6.5.8	<i>Waste Management</i>	51
C.6.5.9	<i>Safeguards and Security</i>	51
C.6.5.10	<i>Security Considerations</i>	51
C.6.5.11	<i>Material Control and Accountability</i>	51
C.6.6	INFORMATION MANAGEMENT	51
C.6.6.1	<i>Information Technology and Cyber Security</i>	51
C.6.6.2	<i>Records Management</i>	53
C.6.7	ENVIRONMENTAL SUSTAINABILITY.....	56
C.6.8	ADMINISTRATIVE SUPPORT	57
C.6.8.1	<i>Training</i>	58
C.6.9	ENGINEERING SUPPORT.....	58
C.6.10	PROCUREMENT REQUIREMENTS	58
C.7.0	PHASE OUT AND CLOSEOUT ACTIVITIES	58
C.7.1	PHASE OUT ACTIVITIES.....	58
C.7.2	CLOSE OUT ACTIVITIES.....	59
C.8.0	DELIVERABLES	60
C.9.0	LIST OF EXHIBITS	60

C.1.0 INTRODUCTION

This is a performance based contract subject to the objectives, measures and expectations contained in this Performance Work Statement (PWS). In support of the U.S. Department of Energy (DOE) Idaho Cleanup Project (ICP), this requirement is for managing Spent Nuclear Fuel (SNF) storage facilities and licenses under Nuclear Regulatory Commission (NRC) regulations. This scope includes the management and operation of the Fort Saint Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) facility in Colorado (including security); the management, operation and oversight of the Three Mile Island-2 (TMI-2) ISFSI facility at the Idaho Nuclear Technology and Engineering Center (INTEC) in Idaho; and management of the Idaho Spent Fuel Facility (ISFF) license.

C.1.1 Background Information

Established in 1989, the 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. Since its inception in 1949, the Idaho 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 majority of EM's cleanup work at the Idaho 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.

The DOE has numerous prime contractors that support ongoing activities at the Idaho site. Current prime contractors include, but are not limited to CH2M♦WG Idaho, LLC (CWI), Battelle Energy Alliance, LLC (BEA) and Idaho Treatment Group, LLC (ITG). The number of contractors and scope of the contracts may change during the period of performance of this Contract. During the term of this Contract, the NRC Licensed Facilities contractor (herein referred to as the Contractor) shall interface with the other site contractors. The Contractor shall establish Interface Agreements with the other Department of Energy-Idaho (DOE-ID) contractors, as required. There is no scope of work contemplated under this contract that is covered under any existing collective bargaining agreement, and the NRC contractor will not be expected to succeed to any existing Collective Bargaining Agreements.

The current or future contractors and their respective summary scopes are described below:

1. The Idaho Site landlord contractor conducting work for NE is referred to as “the Idaho National Laboratory (INL) contractor.” The INL contractor is responsible for site-wide infrastructure. This requires an Interface Agreement be established.
2. The ICP Core contractor is responsible for providing services for EM Facility Infrastructure; Environmental Activities (CERCLA Remediation); Waste Management; and SNF Surveillance, Maintenance and Stabilization at the Idaho site. This requires that an Interface Agreement be established.
3. The Calcine Disposition and Spent Fuel Repackaging Architect and Engineer (A&E) contractor (CDP contractor) will be responsible for providing services to develop a path forward for waste calcine disposition to ensure regulatory compliance. The CDP contractor will also perform pre-design and design of the CDP along with development and submittal of the Best Demonstrated Available Technology (BDAT) petition to the Environmental Protection Agency (EPA) for the Hot Isostatic Press (HIP) process. The CDP contractor will also perform pre-design and design for a receiving, packaging and shipping facility for SNF with a focus on repurposing an existing facility. This requires that an Interface Agreement be established.
4. The Construction/Decontamination and Decommissioning (D&D) contractor will be responsible for performing the Idaho CERCLA Disposal Facility (ICDF) operations, Accelerated Retrieval Project (ARP) IX construction, Tank Farm interim cap construction and Integrated Waste Treatment Unit (IWTU) strip-out. This does not require an Interface Agreement to be established.

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), facilities, equipment, materials, supplies, and services to complete the Contract work scope, except as furnished by the DOE as set forth in the Contract.

The Contractor shall perform to the standards in this 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 demonstrate commitment to quality in preparation of all deliverables required by the contract.
3. The Contractor shall 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.
5. Contractor personnel shall conduct themselves with professionalism expected in a Government office environment in accordance with applicable DOE and federal regulations.

The Contractor's performance will be measured 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. In addition, the Contractor shall be responsible for any penalties or fines issued by the NRC or DOE that stem from the Contractor's actions and are reasonably foreseeable consequences of the Contractor's negligence or failure to perform in accordance with the requirements of this PWS.

Should a fine or penalty be issued by the NRC or DOE resulting from work supporting the NRC license at TMI-2, the DOE will assess the incident, and determine contractor (NRC Licensed Facilities or ICP Core) liability for the fine or penalty.

The Contractor shall be accountable for activities including NRC Regulatory compliance, Environmental Safety and Health (ES&H) and quality assurance program compliance, DOE-ICP interfaces (for example, assessments and reviews), and project management in performance of this Contract including any subcontracts assigned in accordance with the Section H clause entitled *Assignment and Administration of Contracts and Subcontracts*. Consistent with Section E of this Contract, the Government will utilize Section J, Attachment J-8, Quality Assurance Surveillance Plan as a guide in its inspection and acceptance of Contractor services under the Contract.

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 DOE directives (Section J, Attachment J-1, *NRC Licensed Facilities List of Applicable DOE Directives (List B)*).

The NRC is recognized as 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 apply to the design, construction, operations, and decommissioning of these NRC licensed facilities and activities. DOE orders, regulations, and/or guidelines will apply where the NRC defers to the DOE or does not exercise regulatory authority.

C.1.3 Goals and Objectives

The primary objective of this Contract is to provide management, operation and oversight of the NRC licensed facilities in support of the ICP. The Contractor shall comply with all applicable federal, state, and local laws and regulations, Executive Orders, agreements and orders, and DOE directives (Section J, Attachment J-1, *NRC Licensed Facilities List of Applicable DOE Directives (List B)*). The Contractor shall provide all deliverables to DOE in accordance with

Section J, Attachment J-2, *List of Deliverables*.

The Idaho National Laboratory (INL) works to ensure goals described in the DOE- EM, “*FY14 Annual Performance Agreement*,” Section J, Attachment J-6, are supported. The goals that are pertinent to this Performance Work Statement (PWS) are:

Goal 1: Improve safety, security and quality performance towards a goal of zero accidents, incidents, and defects and continue to improve the EM Complex-Wide Safety Culture.

Goal 2: Continue cleanup progress in a cost effective manner that is risk-informed, engages stakeholders, applies innovative solutions and provides value to the American taxpayer.

Goal 3: Improve management of contracts and projects/operations activities with the objective of delivering results on time and within cost.

Goal 4: Achieve excellence in leadership and resource management by championing financial stewardship, integrating business processes, optimizing EM culture change, and improving communications with the objective of enhancing accountability and achieving performance results.

Goal 5: Execute the EM Mission in a sustainable manner.

The Contractor shall support and implement actions in furtherance of the performance agreement and achievement of the above goals as they relate to the NRC Licensed Facilities activities.

C.1.4 General Scope

Under the guidance and technical direction of the CO and/or the Contracting Officer'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 SNF storage facilities and licenses under NRC regulations.

Specifically, the Contractor shall provide management, operation and oversight of the NRC licensed facilities, in accordance with the license for the following:

- (a) Management and operation of the FSV ISFSI facility (license number Special Nuclear Material (SNM)-2504) (C-1), (also reference FSV Safety Analysis Report (SAR) (C-2), FSV Physical Protection Plan (PPP) (C-3), FSV Technical Specifications (C-4), and NRC Commitments (C-5)) in Colorado (herein referred to as FSV)
- (b) Management, operation, and oversight of the TMI-2 ISFSI facility (license number SNM-2508) (C-6) (also reference TMI-2 Safety Analysis Report (C-7), TMI-2 PPP (C-8), TMI-2 Technical Specifications (C-9), NRC Commitments (C-5) and Aging Management Program (C-10)) at INTEC in Idaho (herein referred to as TMI-2) and
- (c) Management of the ISFF license (license number SNM-2512) (C-11) (also reference ISFF Safety Analysis Report (C-12) and ISFF PPP (C-13))

The DOE is the licensee for the three NRC licenses. The Contactor shall, at the contract effective date, execute and maintain the three NRC licenses (Exhibits C-1 – C-13).

The Contractor shall provide all resources necessary to comply with each NRC license, as defined in the PWS, unless stipulated otherwise in the PWS or other contract requirements. Requirements include, but are not limited to, services for operations, physical security, general infrastructure (including utilities and communication services), maintenance and execution of the key programs (Worker Safety and Health, Occupational Medical Program, , emergency management, quality assurance, radiation protection, waste management, safeguards and security, information management, records management, property management, training, radiological environmental monitoring, aging management, natural gas and oil monitoring and radioactive effluent control), preparation of technical evidence to support license renewal for TMI-2, support of NRC or DOE inspections, and support for information requests. The Contractor shall maintain all records as specified by the NRC regulations and DOE requirements.

Mod 56

The Contractor shall procure and install a cell phone detector in room 240D of the Willow Creek Building.

Mod 21
1/31/17

This modification increases CLIN 0002 by \$2,524.73.

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.9.0, *List of Exhibits*. This data includes the official license documents, NRC commitments, regulatory documents, procedure lists, etc. Each exhibit is cross referenced within the PWS to specifically address the work within each subsection. Section J – *List of Attachments* also includes documents, exhibits and other attachments, which incorporate additional contract requirements and supporting documentation.

C.1.6 Format and Structure

The PWS includes nine sections. Sections C.1.0 and C.2.0 contain the introduction information and transition requirements, which are relevant to the entire scope of the Contract. Sections C.3.0, C.4.0 and C.5.0 contain the technical requirements for the specific SNF facilities: FSV, TMI-2 and ISFF, respectively. Section C.6.0 contains general program management and support functions, which are relevant to the entire scope of the Contract. Section C.7.0 contains requirement information for Phase out and Close out activities, which are relevant to the entire scope of the Contract. Section C.8.0 identifies the Deliverables associated with this contract. Section C.9.0 identifies the List of Exhibits applicable to this contract.

C.1.7 Novel Coronavirus (COVID-19)

Background: The emergence and spread of the Coronavirus Disease 2019 (COVID-19) pandemic, which was declared a Public Health Emergency in the United States on

Mod 118

January 31, 2020, has had a significant impact on mission operations at numerous Department of Energy (DOE) sites, including DOE-ID.

The World Health Organization declared on March 11, 2020, that the novel coronavirus (COVID-19) was a global pandemic. On March 13, 2020, President Trump announced the National Emergency Declaration for COVID-19 pandemic; subsequently, the CO issued a Partial Stop Work Order (PSWO) on March 25, 2020 that remains in effect until March 31, 2021. In addition, the Government and the Contractor entered into an Advance Agreement to provide clarity, consistency, and stability during a time of national crisis by capturing a joint understanding of costs that can be reasonably anticipated on the date the agreement was incorporated by bilateral modification.

Consistent with Section 3610 of Public Law 116-136, Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the CO has directed the contractor to segregate costs associated with the COVID-19 Pandemic. The Contractor has work diligently to do this and ensure operations were not impacted. The following work scope items have been identified and included in the REA.

Work Scope: The Contractor shall track all of their COVID-related costs as well as their contractors. This mod covers the period of March 2020 through December 2020. This modification includes:

- Two (2) weeks of leave for one (1) guard who had been in contact with someone known to have COVID
- Pandemic planning and preparation
- Resolution of potential legal matters related to COVID-19
- Worker safety
- Quarantine due to wife or significant other pregnancy

For more specifics, please refer to the backup documentation to this modification.

Based on backup documentation provided by the Contractor, the contract value is increased by \$74,039.42.

This modification covers the Contractor COVID-19 costs for the January through March 2021 period.

Mod 127

Based on this change, the CLIN-3 is increased by \$11,240.

This modification covers the Contractor COVID-19 costs for the October through December 2021 time period, including regular COVID testing for personnel at FSV.

Mod 140

Based on this change, the CLIN-3 is increased by \$19,695.00.

A change in Colorado law with the Colorado Department of Labor and Employment new Healthy Families and Workplaces Act (HFWA) has necessitated a change to the contractor's requirements to provided sick leave to its employees at a rate of 1 hour of sick leave earned for every 30 hours worked (max 48 hours of sick leave can be earned in a year). It has an effective date of January 1, 2021. The change in law is due to the Coronavirus.

Mod 128

Based on this change, the CLIN-3 value is increased by 41,759.52.

This modification covers additional work requirements to maintain security at FSV due inclement weather, as well as the COVID-19 safety pause meeting.

Mod 134

Based on this change, the CLIN-3 value is increased by \$7,400.

C.2.0 TRANSITION

During the transition period, as specified in the Section F clause entitled, *Period of Performance*, the Contractor shall perform those activities that are necessary to transition work from the previous contractors (CWI and California Security Services, Inc.) 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. Workforce transition shall be managed in accordance with the requirements of any and all applicable Section H, Contractor Human Resource Management clauses, within the contract transition period, which is estimated to be 90 days. The first day of the Transition Period will be the date of the issuance of the Notice To Proceed (NTP). During the transition period, the Contractor shall become familiar with performance requirements in order to commence full performance of services within 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. The objectives of the transition period are to prepare for implementation of the Contract and minimize the impacts on continuity of operations.

The contractor shall provide additional cleared personnel for the transition period. For more detail please see the Contracting Officer.

Mod 03
3/17/2016

The contractor shall provide additional guards to bridge the gap between what Elite was required to have and what STI's contract requires them to have. For more detail please see the Contracting Officer.

All other items remain unchanged.

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 Phase-In Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment J-2, *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, planned execution of Interface Agreements and/or Memoranda of Understanding (MOU)s with other site contractors and support organizations (e.g. Weld County fire department and sheriff's department); required utilities and other transition activities such as 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 also include a spend plan associated with the projection of work to be performed from transition through the completion of the contract period of performance.

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-2).

The Contractor shall conduct a joint reconciliation of the Government property inventory, including Government records and equipment, with the incumbent contractor(s) (CWI and California Security Services, Inc.) and DOE (see Section J, Attachment J-2). This information shall be used 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.3.2 and C.4.2 for Operations at FSV and TMI-2, respectively. 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 Section J, Attachment J-2, provided the Contractor has formally reviewed the programs, plans and procedures to ensure compliance with Contract requirements, current regulatory requirements, DOE Orders 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 and DOE requirements, and shall maintain its programs, plans and procedures, etc. in accordance with this PWS.

C.2.2 Status Reports – Transition Activities

The Contractor shall provide written weekly status reports of transition activities to DOE (see Section J, Attachment J-2). 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 agreements required to assume full responsibility.

C.2.3 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 and TMI-2 facilities by the contract effective date.

The Contractor shall be responsible for providing any Information Technology items, furniture, equipment, supplies, etc. necessary to perform the work, other than that provided as Government Furnished Property.

C.2.4 Mandatory Site Services

The INL contractor and/or ICP Core contractor will provide mandatory site services to the Contractor as listed in Exhibit C-14 *List of Mandatory Site Services*, at no cost to the Contractor. By contract effective date, the Contractor shall establish a formal interface agreement with the INL contractor and/or ICP Core contractor describing how the mandatory site services (and other non-mandatory services, if negotiated) will be performed and provided throughout the NRC Licensed Facilities contract period.

C.2.5 Identification of Material Differences

During the contract transition period, the Contractor shall, in accordance with Section B clause entitled *Material Differences*, identify any material differences between the actual and documented conditions in the systems, facilities, property, fixtures, government furnished property and services, as well as any non-compliance(s) found in the programs, plans and procedures, as described in this PWS, prior to the end of the transition period. The property shall be checked against existing inventory records to verify if property has been transferred to other users, sold as surplus, or scrapped.

The Contractor shall prepare and submit a Statement of Material Differences and notify the CO and COR of such differences within 30 days after the Contract Effective Date (see Section J, Attachment J-2). Within 30 days, after the submission of the Statement of Material Differences, DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-1 *Changes-Fixed Price – Alt I*, within 30 days after receipt of a written order from the CO.

C.3.0 FSV FACILITIES SUPPORT

C.3.1 FSV Background and General Scope

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 facility is a Modular Vault Dry Store (MVDS) design. 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 ISFSI. The FSV ISFSI uses the MVDS system. The MVDS system is designed to safely hold 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 Code of Federal Regulations (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, 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.

The FSV ISFSI is designed for interim storage of FSV fuel for 40 years in a contained shielded system. The fuel storage medium within the fuel storage container (FSC) is air, and the decay heat is removed by once through buoyancy driven ambient air system flowing across the exterior of the FSCs. Additional facility descriptions and requirements are contained in the FSV licensing documents.

The Contractor shall operate and maintain FSV in accordance with the NRC licensing documents and applicable DOE Orders specified in Section J, Attachment J-1, *NRC Licensed Facilities List*

of Applicable DOE Directives (List B). This includes providing the personnel necessary for implementing and executing this PWS. The Contractor shall provide operations (including surveillance and monitoring), physical security, administrative support, engineering support, SAR support, utilities, and general infrastructure support to include facility maintenance for FSV through the duration of the contract in accordance with the license and required procedures, as identified in Sections C.3.2 and C.4.2 for operations at FSV and TMI-2, respectively.

C.3.1.1 As-Built Drawings Preliminary

The Contractor Shall:

- Provide DOE-ID a complete list of the FSV drawings that require updating from Sandia National Laboratory's work at FSV.
 - The list shall provide the classification (unclassified, OUO, or SGI) of each drawing and the estimated effort to update each drawing
- Provide a detailed schedule for updating the drawings by type (unclassified, OUO, or SGI)
- Update five drawings
- Provide a cost estimate to update the remaining drawings including an overall schedule for completing all drawings.

The total CLIN 0002 fixed price increase for this work scope is \$20,028.00

C.3.2 FSV Operations

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). The Contractor shall conduct operations including but not limited to those detailed in the following:

1. FSV Licensing documents (Exhibits C-1 – C-5)
2. Implementing procedures matrices (The Contractor shall adopt, review, revise (if deemed necessary) and execute the required procedures identified in the following):
 - (a) List (LST)-14 (Exhibit C-15)
 - (b) LST-24 (Exhibit C-16)
 - (c) LST-32 (Exhibit C-17)
 - (d) LST-125 (Exhibit C-18)
 - (e) Program Requirements Document (PRD)-851 (Exhibit C-19)
 - (f) Plan (PLN)-466 (Exhibit C-20)

Material Difference 5 – Facility Upgrades

The Contractor shall oversee modifications performed by others under the direction and control of DOE at the FSV. DOE shall retain all design authority and construction management responsibilities associated with the work to be completed. The Contractor shall provide support for License reviews associated with the changes, daily planning of work scope, security

Mod 10

oversight, and engineering inclusion into the design basis record for the facility. The scope requires resources to document the design record, support the cut-over process, provide management oversight of the DOE construction efforts, provide additional security support per the Compensatory Measures Plan (not to include additional overtime beyond shift coverage), support of modification initialization and commissioning, and operate the new systems and programs that result. The Contractor will finalize a Memorandum of Understanding with the DOE contractor to ensure implementation of these integration requirements for the work. This will require the support of one manager and one engineer to perform all relevant tasks based upon the work load agreed to by the parties. This work scope is estimated to be complete no later than June 30, 2017.

The total CLIN 0002 fixed price increase for this work scope is \$877,665.00.

The purpose of this modification is to extend the period of performance for Material Difference (MD)-5 – Facility Upgrade under Section C.3.2. Modification 10 estimated the scope of work to end June 30, 2017. This modification extends the period of performance from June 30, 2017 to December 31, 2017. .75 FTE's was used to calculate the estimated work remaining as opposed to 2 FTE's in modification 10.

Mod 27

The total CLIN 0002 fixed price increase for this work scope is \$182,747.25.

The Contractor shall at least monthly, enable and operationally test Fort St. Vrain fuel handling and support equipment as required by license #SNM-2504 Technical Specifications, Safety Analysis Report, operations programs, security programs, and safety programs. This is to include, but not limited to hoisting and rigging activities, fuel handling equipment, shield plug handling equipment, safety related equipment and aging management activities. STI must also include mock fuel transfer operations/training demonstrating proficiency as part of the monthly operational testing. These activities shall be scheduled at least a month in advance. STI shall ensure the DOE Facility Director is informed in advance of the activities and present in accordance with Administrative Control 5.1.4. Testing of fuel handling equipment shall be rotated to ensure complete equipment testing and OPERABILITY verification.

Mod 51

The total CLIN 0002 fixed price increase for this work scope is \$63,457.

The Contractor shall provide additional services for the pre-demolition of the current buildings and surrounding area(s) and pre-construction of the new administrative building. The tasks are as follows:

Mod 93

1. Rent dumpster and recycling containers
2. Procure a temporary shower/bathroom combo trailer
3. Property disposal/inventory
4. Floor loading calculation
5. Removal of Safe(s).

Based on this change, CLIN-3 is increased by \$73,023.

This modification extends the rental of the shower/trailer rental (originally added in modification 93) from March 31, 2021 through September 30, 2021.

Mod 124

Based on this change, CLIN-3 is increased by \$33,775.

As part of Fort St. Vrain License Technical Specification, SR 3.3.1.1-Leak test one FSC from each vault. The contractor will perform Leak test of at least one Fuel Storage Canister (FSC) from each vault every five years. The due date for these tests is Fall of 2021, but due to the contract being extended, this now falls under the current contractor's responsibility.

Mod 136

Based on this change, CLIN-3 is increased by \$29,339.

C.3.2.1 FSV Emergency Management

The Contractor shall adopt the Emergency Management Plan (Exhibit C-21) for FSV and shall review and revise, if deemed necessary. If the Plan is revised, the Contractor shall submit to DOE for approval, prior to implementation (see Section J, Attachment J-2). The plan shall be compliant with 10 CFR 72.32 "Emergency Plan" and any other relevant directives, laws, etc. The Contractor shall implement the MOUs with local emergency management, law enforcement agencies, and medical facilities. The MOUs are provided as an exhibit (Exhibit C-22). The Contractor shall be responsible for all emergencies within its facilities and boundaries at FSV.

The INL contractor and the Contractor's corresponding responsibilities related to emergency management at FSV are as follows:

- (a) The INL contractor shall provide management of the Emergency Operations Center (EOC) for all emergencies at EM-owned facilities in Idaho and Colorado.
 - (i) The Contractor's Emergency Control Center (ECC) at FSV shall establish communication, and coordinate with the EOC in Idaho, when activated in response to an emergency related to FSV.
 - (ii) The DOE Facility Director will be directly interfacing with the Contractor for the 1 hour, 4 hour, and 24 hour notifications, in accordance with the FSV Emergency Management Plan. The Contractor shall be responsible for preparing the 30 day follow-up Licensee Event Report documentation to DOE.
 - (iii) The NRC Contractor will not be responsible for potential evacuation decisions, but will support the evacuation recommendations."
- (b) The INL contractor shall provide dissemination of public protection information received or developed in the EOC to off-site entities.

- (i) For FSV emergencies, the Contractor shall review this information for applicable classification or other disclosure restrictions prior to release by the INL contractor.
- (c) The INL contractor shall provide notification to the Contractor at least one week in advance of planned drills or exercises that impact or may impact FSV.
- (d) The INL contractor will maintain the emergency management maps.
 - (i) The Contractor shall provide input and maps to the INL Contractor as it pertains to FSV.
- (e) The INL contractor will maintain a single point of contact (Warning Communication Center (WCC) at 208-526-1515) for emergency notification and will maintain the Contractor's emergency notification list in the WCC.
 - (i) The Contractor shall maintain a current emergency notification list, and provide it (and any updates) to the INL Contractor.
 - (ii)

C.3.2.2 Construction Management of the New Administrative Building

Mod 92

The Contractor shall provide oversight of the construction of the new administration building being constructed at the FSV facility. This scope includes the oversight of work orders developed under the STI Work Order Program PM-040 and PM-011, health and safety implementation of the Beckrich Worker Safety and Health Program Plan, schedule oversight and reviews, new equipment specifications verification, oversight of newly installed equipment testing, walkthrough for the punch list items, confirmation of punch list item completions, and turnover of the building to DOE-ID. The period of performance is through December 31, 2021.

Mod 129

In addition, STI will provide support in the RFI Process evaluation which engineering support shall be provided to include civil, architectural, electrical, instrumentation and controls, mechanical piping, mechanical HVAC, security systems, water and wastewater systems. DOE will submit any RFI requests to STI for review and evaluation. STI will provide access to the RFI's and associated documents via secure web-based Share File for those authorized. STI will charge an amount of \$3000 per RFI request for a NTE of 12 RFIs. If an RFRI is identified to exceed this amount by more than double then DOE and STI will negotiate those RFI's separately.

The building will include the construction of an Armory and Secure Room under defined Specifications. The STI construction management team shall provide support in accordance with PM-011 and PM-040 procedures to include weekly reports on the progress of the construction activities in accordance with the provided Beckrich three-week ahead plan. The STI construction management team shall consist of (1) a full-time Construction Manager to provide daily oversight of the day-to-day construction operations; (2) a part-time ES&H Field Support staff member to provide oversight during certain construction activities requiring multiple staff members to provide oversight activities; and (3) an Administrative Assistant to provide part-time clerical and records management support for the CM and ESH Field staff. The CM and ES&H Field Support shall provide part-time support to answer requests for information (RFIs) and Beckrich questions related to the field clarifying questions, drawings and specifications.

Deliverables/Reviews

- a. Progress Schedule Weekly Reports
- b. Health & Safety Weekly Updates
- c. Work Orders
- d. Plan of the Day Reports
- e. New Equipment Test Reports by Beckrich
- f. Concrete Test Reports by Beckrich
- g. Leach field Test Reports by Beckrich
- h. HVAC System Test Reports by Beckrich
- i. Security System Test Reports by Beckrich
- j. Instrumentation & Control Test Reports by Beckrich
- k. Punch list items, Idaho report and completion report
- l. DOE-ID Turnover Acceptance

Based on this change, the total CLIN-3 value will remain unchanged and the value of this work will remain at \$352,257, consistent with the mod 92 value.

C.3.3 FSV Physical Security

Security services are required in accordance with the FSV license. The Contractor shall implement the FSV PPP and provide all physical security resources for FSV in accordance with the NRC license. This includes the following:

- (a) Armed security services 24 hours per day, 7 days per week for the protection of assets at FSV in accordance with the license. The contractor shall furnish Security Officers (SO) and one (1) Security Coordinator (SC) at FSV, to operate in accordance with applicable CFRs, NRC regulations including NUREG 1619 and NUREG 0794, the FSV PPP, ISFSI Security Contingency Plan (Exhibit C-23), and the contractor's implementing procedures. The Security Coordinator is not required to be qualified as a Security Officer. (*Note: The posts required are defined by the FSV PPP.*)

- (b) Services to conduct and/or participate in security/emergency drills/exercises and inspections conducted by the DOE-ID or the NRC.
- (c) Services provided by an alarm station operator including monitoring, responding to, and reporting issues and/or incidents. The Contractor shall also maintain and repair the alarm system at FSV.
- (d) Training and qualification certifications.
- (e) Personnel information in support of obtaining L clearances for FSV employees in accordance with DEAR 952.204-2 “Security” and DEAR 952.204-70 “Classification/Declassification”.
- (f) Other duties or services in support of the FSV Perimeter Intrusion Detection and Alarm System (PIDAS) (i.e. alarm testing, camera system, etc).

The Contractor shall provide system administration, testing and maintenance of all security upgrade equipment. This shall include the barrier regrade work.

Mod 81

The total CLIN-0002 fixed price increase for this work scope is \$356,304.

The Contractor shall conduct/provide all supervision, training and interface duties with DOE, as required for security. The contractor shall provide 25 FTEs to implement security requirements at FSV and to 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-ID has the authority to approve deviations from staffing levels, if necessary.

The Contractor shall provide all equipment, supplies, and resources (including uniforms) required for the Contractor’s business, unless provided by the Government. Weapons and other security related equipment and Oleoresin Capsicum (OC) also known as “pepper spray,” will be provided as Government Furnished Equipment. DOE-ID must approve all weapons and ammunition procured by the Contractor for this contract.

The Contractor shall make arrangements for the use of a firing range to allow for weapons training and qualifications, and shall use green ammunition for training.

The Contractor shall obtain medical services for psychiatric and drug testing. Drug testing shall be performed in accordance with the requirements contained in 10 CFR 707.

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.

Material Difference 11 – Compliance Review:

The Contractor will perform a review of applicable Nuclear Regulatory Commission requirements for the FSV facility and document compliance to all require regulations for the facility. Contractor

Mod 10

shall develop and submit a report demonstrating full compliance by October 28, 2016. See J-2 Deliverable 110.

The total CLIN 0002 fixed price increase for this work scope is \$50,000.00.

The contractor shall provide 5 additional security officers to support an additional post in Colorado. The period of performance for these 5 security officers is ~~January 1~~ March 20, 2017 until March 31, 2020. This includes all trainings, materials, ammunition, range fees, equipment, and any other items consistent with the requirements of the contract.

Mod 25

Mod 54

In addition, the contractor shall provide 1 security officer to support construction activities in Colorado. The period of performance for this security officers is January 1, 2017 until December 31, 2017. This includes all trainings, materials, ammunition, range fees, equipment, etc., consistent with the requirements of the contract.

Also included in this modification is additional travel required by DOE to send 2 personnel to Washington D.C. and Augusta for training. Future travel (if needed) will be negotiated separately.

The contractor shall provide Operation of Alarm and Video systems training, to include training of entry control equipment such as x-ray, and metal detection for one day for all guards.

The total CLIN 0002 fixed price increase for this work scope is \$2,023,535.68.

Based on the mod 54 changes for the decrease in the period of performance, the CLIN-2 fixed price decrease for this work scope is \$93,142.87.

Government Acceptance Testing:

The Contractor shall support Government Acceptance Testing (GAT) which will be conducted at Fort Saint Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI). GAT evaluates improvements as stipulated in the FSV Independent Spent Fuel Storage Installation (ISFSI) Physical Security System (PSS) Upgrade Acceptance Test Plan and Procedures of systems installed for DOE by Sandia National Laboratories. GAT for the PSS construction project will be conducted incrementally as system components become operational. GAT will be conducted with the 1st GAT estimated to last 10 days, the 2nd GAT estimated to last 5 days, and the 3rd GAT estimated to last 12 days.

Mod 28

The total CLIN 0002 fixed price increase for this work scope is \$63,643

Mod 31

The Contractor Shall provide additional security officers to support an additional post in Colorado. The period of performance for these security officers is August 26, 2017 to October 25, 2017. For more detailed information please contact the contracting officer.

The total CLIN-2 fixed price increase for this work scope is \$83,783.74.

The Contractor shall provide additional security officers to support an additional post in Colorado. The period of performance is extended from October 25, 2017 to December 15, 2017. For more detailed information please contact the Contracting Officer.

Mod 34

Based on this change, CLIN-2 is increased by \$70,048.70.

The Contractor shall provide additional security officers to support an additional post in Colorado using existing personnel. The period of performance from modification 34 is extended from December 15, 2017 to September 30, 2018. DOE may cancel the additional guards any time before September 30, 2018. For more detailed information please contact the Contracting Officer.

Mod 39

Based on this change, CLIN-2 is increased by \$397,972.77.

The contractor shall procure approved storage container(s) appropriate to the weapons types and number of weapons located at FSV.

Mod 46

Based on this change, CLIN-2 is increased by \$20,682.00.

The Contractor shall procure additional keys, cores, and equipment as described in the proposal for the keys and core program upgrades at the Fort St. Vrain (FSV) site. The 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.

Mod 52

Based on this change, the value of CLIN-2 is increased by \$43,793.00.

The contractor shall procure 35 protective body armor vests for use at FSV. The selection of appropriate body armor should meet the requirements of the general threat while taking in consideration possible increase threats 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 also procure ammunition pouches for each vest.

Mod 53

In addition, the contractor shall procure 2 Hardened Weapons Transportation Cases and locks for Protective Force Weapons to be used when moving weapons between the site and the designated training location. One shall be a Pelican 1780 Transport case with 10 gun fitted protective rifle foam, P/N 1780-006-110 (GSA), or equal. The other shall be a Pelican IM2950 protective case – 291810, Black with BBB – UPC 825494000745 with pick-n-pluck foam, or equal.

These items will be considered Government Furnished Equipment and shall be maintained in accordance with FAR 52.245-1 Alt 1 - Government Property. Exhibit C-27 - Government Property – List of Government Furnished Property (GFP) at FSV, will be updated to include these items. In addition, this modification updates Exhibit C-27 to incorporate weapons and scopes that have been provided to the FSV site as GFP.

Based on this change, the value of CLIN-2 is increased by \$36,128.00.

The Contractor shall provide additional security officers to support an additional post in Colorado using existing personnel. The period of performance from modification 39 is extended from September 30, 2018 to March 31, 2019. DOE may cancel the additional guards any time before March 31, 2019. For more detailed information please contact the Contracting Officer.

Mod 58

Based on this change, CLIN-2 is increased by \$251,351.20.

The Contractor shall provide additional security officers to support an additional post in Colorado using existing personnel. The period of performance from modification 58 is extended from March 31, 2019 to March 31, 2020. DOE may cancel the additional guards any time before March 31, 2020. For more detailed information please contact the Contracting Officer.

Mod 64

Based on this change, CLIN-2 is increased by \$502,774.44.

The contractor shall support DOE in completing the 100% review of the Barrier Analysis final draft and cross checking this data with the License Amendment Request (LAR). This includes travel to Idaho from May 13, 2019 through May 16, 2019. In addition, telephone and other classified support shall be provided as needed throughout the month of May to support DOE's schedule which will be provided to STI.

Mod 67
& 70

Based on this change, CLIN-2 is increased by \$11,417.08.

Mod 70

The recent surge in COVID-19 positivity rates has resulted in approximately a 40% reduction in available staff. The reduction in available staff results in excessive overtime being required to meet staffing requirements. This situation increases the risk of worker fatigue, inattention, increased error rate, and the potential inability to meet license obligations and fulfil requirements. In order to continue to meet regulatory requirements, prevent additional spread of the virus, and ensure protection of the facility and the public, it has been determined that sequestering a staff of 12 appropriately qualified personnel for 7 days would meet the needs of the contractor, the Department of Energy and the NRC. Also included are costs associated with providing laundry service and food supplies.

Mod 112

Based on this change, CLIN-3 is increased by \$106,102.

The Contractor shall replace the UPS equipment in south equipment building, as well as the south equipment building power module. Consistent with the previous agreement on maintenance, the Contractor will be responsible for the initial \$1,000 of the CM and DOE-ID will be responsible for the remaining amount. Note: For further details on this scope of work please contact the Contracting Officer.

Based on this change, CLIN-3 is increased by \$21,559.19.

C.3.3.1 FSV Required Skills/Expertise/Qualifications

The Contractor shall maintain the following:

Security Officers:

- Weapons qualified per 10 CFR Part 73, Appendix B, initially and semi-annually
- Non-lethal weapons qualified to include OC or equivalent, initially and semi-annually
- Physical fitness, medical, and mental qualifications per NRC requirements and the Contractor's qualification procedure for Armed SO at FSV
- No felony conviction
- Alarm System Operator

Security Coordinator:

- At the discretion of the Contractor, maintain all SO qualification requirements
- Occupational Safety and Health Administration's (OSHA's) 30-hour outreach program for supervisors

Other Qualifications:

- At least one individual who is firearms instructor qualified through the DOE NTC
- At least one individual who is armorer qualified through the DOE NTC
- At least one individual who is a certified OC instructor
- At least one individual who is a certified fitness specialist

The Contractor shall adopt the incumbent Contractor's Security Training and Qualification Plan (included in Appendix B of the FSV PPP) (Exhibit C-24), and applicable Security Lesson Plan(s) (Exhibit C-25); however, the Contractor may develop its own Security Training and Qualification Plan, and applicable Security Lesson Plan(s), and submit to the DOE for review and approval (see Section J, Attachment J-2). The Contractor shall conduct all training in accordance with its Security Training and Qualification Plan, and applicable Security Lesson Plan(s). Training shall be conducted during normal work shifts and shall utilize DOE National Training Center (NTC) Firearms Lesson Plans (Exhibit C-26). Requalification training (e.g. firearms, physical fitness, security tasking, and others as needed) shall be conducted at least annually.

The Contractor shall accomplish the initial 10 CFR 1046 requirement for a Job Analysis (JA) or Enterprise Mission Essential Task Listing (EMETL) for all protective force positions at Fort St Vrain. Research by DOE indicates that the industry standard for this analysis has moved to EMETL to meet the 10 CFR 1046 requirement.

Expected Tasks and Deliverables;

1. Task: Perform EMETL analysis for all protective force (PF) positions using appropriate industry approved manual. Perform a JA for the armory position (See Task 3)
Deliverable: Complete EMETL or justify to DOE for approval to if the EMETL analysis for protective force is not used.
2. Task: PF Operations/Training Data Collection
Task: Data Analysis and EMETL Program
Deliverable: Site-specific EMETL report to include: Updated EMETL tasks with site-specific information and narrative explanations, Site-Specific Supporting Tasks, and list of Required Supporting Training. Draft Annual Training Plan. Collective, Leader and Individual Tasks included.
3. Task: JA for Armorer
Deliverable: Job Analysis for the Armorer position.
4. Task: Initial EMETL Program Delivery/Training
Deliverable: EMETL presentation slides, site visit agenda, stakeholder EMETL assessments (e.g., PF Operations, Training, Testing), one stakeholder group quarterly rollup assessment.
Deliverable: EMETL presentation slides, site visit agenda, stakeholder EMETL assessments (e.g., PF Operations, Training, Testing), one stakeholder group quarterly rollup assessment.
5. Task: Implementation Review/Visit
Deliverable: Completed EMETL Implementation Rubric Assessment
6. Task: Quarterly Assessment Reviews
Deliverable: Written feedback from observation of PF off-post training, on-post training, and performance testing, along with completed EMETL Implementation Rubric Assessments
7. Task: Quarterly Stakeholder Meeting Reviews Remotely via VTC (2)
Deliverable: Completed EMETL Implementation Rubric Assessments and written feedback with suggestions for improvement.
8. Task: End of Year Review (on-site)
Deliverable: Year End EMETL Implementation Report.
Travel Estimated: 6 Trips by 2 SME's

Based on this change, CLIN-2 is increased by \$254,943.70.

C.3.3.2FSV Classified Information Security

The Contractor shall generate, store, and control classified materials associated with FSV at the Willow Creek Building in Idaho Falls, and shall be responsible for the performance of document classification and declassification, in accordance with NRC license requirements. Generation, storage, and control of classified materials may be relocated to FSV. The Contractor will be responsible for establishing an Incident of Security Concerns (IOSC) program at FSV and

performing security inquiries, utilizing DOE O 470.4B Admin Change 1 as a guide. The IOSC program procedures will be reviewed by DOE and comments addressed prior to implementation. The Contractor shall notify and provide final incident reports to the DOE facility director and DOE security director of any security related incidents. The DOE will be responsible for reporting any security incident to the NRC, and inputting the security incident information and/or report into Safeguards and Security Information Management System (SSIMS), as needed.

The CLIN 00002 amount is increased by \$53,490.00.

Spectra Tech, Inc. (STI) shall maintain the capability to provide secure communications/storage between the Willow Creek Building in Idaho Falls, Idaho, the contractors location at Portsmouth Gaseous Diffusion Plant in Piketon, Ohio, and - at a future date determined by DOE – the Colorado Site.

Mod 7

Material Difference-3 Facility Clearance:

Mod 10

The Contractor shall provide support to transition FSV from a non-possessing facility to a possessing facility with a facility clearance. This will require the development of additional programmatic elements which includes development of procedures as required for a possessing facility. The scope of work will include support for establishment of the Facility Clearance and maintenance of the Facility Clearance throughout the life of the contract. The completion of the Facility Clearance preparation shall be no later than August 1, 2016 and will require one security expert to facilitate the effort with no travel anticipated. The maintenance of the Facility Clearance is limited to the support of one analyst to perform all relevant tasks based upon the work load agreed to by the parties.

The total CLIN 0002 fixed price increase for this work scope is \$872,815.00.

Material Difference 8 & 9 – Willow Creek Building Conference Room 240D:

The Contractor shall provide for management of WCB CR 240D to include management of the Physical Security Plan, Access Control, Document storage, and Training (Access Authorization, Project specific, and Derivative Classification) as it relates to the operation and support of work under this contract. The following items will be provided as government furnished services and/or items: (1) facility furnishings, (2) required infrastructure such as phones, computers (both secure and non-secure), (3) necessary software to include standard office applications, (4) room space, (5) secure safes, and (6) other items as may become required. This scope will require 2 analysts to perform all relevant tasks based upon the work load agreed to by the parties.

Mod 10

The total CLIN 0002 fixed price increase for this work scope is \$2,321,212.00.

An Authorized Derivative Classifier is needed to perform Derivative Classification of documents related to the Nuclear Regulatory Commission Licensed Facility Project. The individual will need to complete specific training associated with use of these bulletins/guides and subsequently be issued a classification authorization letter from the program classification officer. The derivative classification review of documents will continue on an "as needed" basis and is expected to last approximately 6 months. Upon completion of the scope, DOE-ID shall issue a modification to remove this scope from the contract.

Mod 15

The CLIN 00002 amount is increased by \$80,000.00.

The contractor shall continue providing an Authorized Derivative Classifier to perform Derivative Classification of documents related to the Nuclear Regulatory Commission Licensed Facility Project as outlined in Modification 15. This modification extends these services through February 28, 2017.

Mod 22

The CLIN 00002 amount is increased by \$14,206.00.

The contractor shall continue providing an Authorized Derivative Classifier (with single Derivative Classification capability) to perform Derivative Classification of documents related to the Nuclear Regulatory Commission Licensed Facility Project as outlined in Modifications 15 & 22. The period of performance for this ADC is March 6, 2017 through April 27, 2017, and increases the amount for an additional ADC by \$35,000.00 from \$94,206.00 to \$129,206.00.

Mod 23

The CLIN 00002 amount is increased by \$35,000.00.

The Contractor shall provide sound deadening measures in the truck bay at FSV. This includes the following:

Mod 70

- Install ceiling tiles on the North, East, and South Walls
- Install indoor/outdoor carpeting
- Install a water barrier across the roll door entrance
- Obtain and place a conference room table, chairs, and a white board
- Install two "Do Not Enter" signs and two address signs at the entrance to the access road
- Install vinyl strip screen over the roll door opening

The CLIN 00002 amount is increased by \$8,566.81.

C.3.4 FSV General Infrastructure

The Contractor shall provide general infrastructure support and facility maintenance in accordance with DOE O 430.1B. The Contractor shall maintain site roads including snow removal, weed control, lighting, and sign maintenance at FSV.

The Contractor shall fix the roof drainage system on the East side of the facility due to plant growth in gutters.

Mod 76

Based on this change, CLIN-2 is increased by \$7,428.00

The Contractor shall replace the modular vault dry storage (MVDS) due to water flowing down the interior walls.

Mod 105

Based on this change, CLIN-3 is increased by \$204,745.00.

The Contractor shall manage pest control. This shall include the removal of swallow nests, sanitization of mud, and cleanup of feces.

Mod 106

Based on this change, CLIN-3 is increased by \$5,200.00.

C.3.4.1 FSV Office Space and Custodial Services

The FSV facility office space will be provided by the government, as described in Exhibit C-27. Office space shall include areas for information technologies, communications, and administrative functions (e.g., records storage).

The Contractor shall provide services within the facility including, but not limited to, custodial services, daily mail, and moving of furniture and equipment at FSV.

The number of personnel have outgrown the current facilities at FSV. Therefore, DOE and the Contractor have negotiated scope to provide additional office space from September 2017 through March 2020.

Mod 66

The CLIN 00002 amount is increased by \$25,986.31.

The contractor shall replace ten, 2 KW heaters at FSV due to safety hazards, in accordance with what was proposed and agreed upon.

Mod 71

Based on this change, CLIN-2 is increased by \$15,391.00.

Mod 72

The contractor shall comply with the statement of work provided as Attachment A to modification 72. The contractor shall provide the total design deliverable to DOE-ID no later than September 12, 2019.

Based on this change, CLIN-2 is increased by \$174,524.

The Contractor shall purchase three (3) storage containers to store items when the current administration building is torn down and the new administration building is being constructed.

Mod 76

Based on this change, CLIN-2 is increased by \$8,256.00

Due to the timing and the scope of the changes made during the design of the FSV building, both parties have agreed that the additional work performed by the contractor to implement DOE's changes justified an increase to the contract value. See the CO for further details.

Mod 77

Based on this change, the total value of this work is \$22,500.00.

The Contractor shall have a temporary trailer delivered to the Fort St. Vrain site to house STI employees as a new office building is constructed. Beside the new trailer, an existing trailer will be moved so it is not in the way of construction of the new Administration building.

Mod 79

Based on this change, the total CLIN-2 value is increased by \$103,109.80.

The Contractor shall provide additional services for on-site personnel for the new trailer and electrical and the FSV facility. This shall include additional cost for safeguard and security support; movers to relocate the equipment, furniture and files; cost to ship items to Idaho after the movers transport items from the existing trailer to the new trailer; and changes to the electrical installation being performed to support the new building being constructed at FSV.

Mod 89

Based on this change, the total CLIN-2 value is increased by \$60,250.40

C.3.4.2 FSV Utilities

The Contractor shall provide utility services for FSV to ensure proper operations at FSV, in compliance with the NRC license. This shall include, but is not limited to, electric, propane gas, internet access, water, and sewer utilities.

The Contractor shall install 20 8' LED lights in the charge face, to include switching and new conductors to the electrical panel. Additionally, the Contractor will replace three (3) 8' lights with LEDs and replace the switches and conductors in the truck bay.

Mod 114

Based on this change, CLIN-3 is increased by \$18,799.00.

C.3.4.3 FSV Communication Services

The Contractor shall provide wireless service to the security force for use at the facility as required by the FSV PPP. The Contractor shall also provide 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. The current data communication line between FSV and the INL contractor shall be maintained.

The Contractor shall maintain a dedicated commercial Internet Service Provider network for information management of at least 1000 Mbps to allow for connectivity to the Idaho National Laboratory site for access to required services. This connection will be the basis in which FSV will connect to the ICP Core a DOE approved as a FISMA authorized network domain for services required and from each building location on site necessary to accomplish your 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 STI will ensure that all elements of FISMA and cyber requirements with respect to ICP Core services offered is adhered to explicitly in support of your information management environment. This is for the Period of Performance (PoP) of October 1, 2019 to March 31, 2019.

Mod 74

Based on this change, CLIN-2 is increased by \$20,567.83

Due to the current administrative building requiring removal, new temporary trailers are necessary on site for staff to continue work. In parallel, Fluor Idaho is in the process of upgrading the IT systems at FSV. This upgrade will require the equipment to be installed in the new temporary administrative trailers until the new permanent administrative building is completed. Due to requirements of the equipment being installed, modifications to the new temporary administrative trailer were completed prior to Fluor Idaho beginning the installation of the upgrade equipment. The Fluor IT Upgrade also required CenturyLink, the onsite internet provider, to install IT equipment that could handle the upgrade, i.e. upgraded fiber with enough bandwidth.

Mod 108

Based on these changes, the CLIN-3 value is increased by \$44,375.00.

C.3.4.4 Miscellaneous Items

Mod 68

The Contractor shall procure the following items:

- Bench for ECF (1)
- Vehicle inspection mirror (1)
- PAS Console Radio and Microphone (1)
- Standing Security Desk (1)
- Bow Front Desk for Alarm Stations (2)

- Office Chairs (14)
- 6-Gun Rack (1)
- All-in-one Printer (1)
- 4'x6'x8' Patriot Guardhouse (Security Officer Enclosure at Owner Control area) (1)
- 60" Stainless Steel Search Table (1)
- Hardened Protective Positions:
 - o Model P272 (or similar) Armored Fighting Position (3)
 - o Model (TBD) Armored Fighting Position (1)
 - o Ballistic Blanket 4'x6' (1)

These items will be considered Government Furnished Equipment and shall be maintained in accordance with FAR 52.245-1 Alt 1 – Government Property. Exhibit C-27 - Government Property – List of Government Furnished Property (GFP) at FSV, is updated to include these items. STI shall use this spreadsheet to track each item.

Based on this change, CLIN-2 is increased by \$161,407.97.

C.4.0 TMI-2 FACILITY SUPPORT

C.4.1 TMI-2 Background and General Scope

TMI-2 is sited in a two acre dedicated area within the boundaries of the INTEC, with several other DOE owned facilities and DOE managed programs. The INTEC occupies about 120 acres of the south-central portion of the Idaho Site, and is located 42 miles west of Idaho Falls. The Idaho Site has its own large security police force, a fire department, medical staff, emergency response teams, and full-time INTEC shift plant supervision. Thus, the Idaho Site infrastructure will be considered to serve equivalent functions as independent local agencies (similar to local city or county) do for typical commercial licensed sites.

TMI-2 is located on a DOE facility operated under DOE Regulations, Orders and Directives. For the TMI-2, NRC regulations shall apply and have precedence over DOE Orders, Requirements and Guidelines.

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

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.

Additional facility description and requirements are contained in the TMI-2 licensing documents (Exhibits C-5 – C-10).

The Contractor shall manage, operate and oversee TMI-2 (Chemical Processing Plant (CPP)-1774) in accordance with the NRC licensing documents and applicable DOE Orders specified in Section J, Attachment J-1, *NRC Licensed Facilities List of Applicable DOE Directives (List B)*. This includes providing the personnel necessary for implementing and executing this PWS. The Contractor shall provide operations (including TMI-2 license renewal), administration responsibilities, engineering support, SAR support, and management and oversight of services provided by the INL and ICP Core contractors for TMI-2 through the duration of the contract.

The Contractor shall establish an Interface Agreement with the INL contractor for 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 INL contractor will provide these services at no cost to the Contractor. 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.

The Contractor shall establish an Interface Agreement with the ICP Core contractor for surveillance and monitoring, utilities, office space, general infrastructure support (to include facility maintenance and cyber security), and emergency management; the ICP Core contractor will provide these services at no cost to the Contractor. The Contractor shall be responsible for the oversight of the services provided, to ensure work performance and documentation by the ICP Core contractor under the Interface Agreement, is in compliance with the TMI-2 license. The Contractor shall provide management and oversight for the Aging Management Program as defined in PLN – 4493 (Exhibit C-10).

C.4.2 TMI-2 Operations

The Contractor shall be responsible for the safe conduct of operations at the TMI-2 facility. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J-2). The Contractor shall conduct operations including but not limited to those detailed in the following:

1. TMI-2 Licensing documents (Exhibits C-5 – C-10)
2. Implementing procedures matrices (The Contractor shall adopt, review, revise (if necessary) and execute the programs, plans, and procedures identified in the following):
 - (a) LST-14 (Exhibit C-15)
 - (b) LST-24 (Exhibit C-16)
 - (c) LST-32 (Exhibit C-17)
 - (d) LST-125 (Exhibit C-18)
 - (e) PRD-851 (Exhibit C-19)
 - (f) PLN-466 (Exhibit C-20)

3. The Contractor shall be responsible for the management and oversight of the services provided by the ICP Core contractor and/or INL contractor, to ensure work performance and documentation under the established Interface Agreements, is in compliance with the TMI-2 license. The Contractor shall provide the current procedures required to complete the tasks, as specified within this PWS, and Exhibit C-28, *Listing of NRC Documents Applicable to ICP Core/INL*, to the ICP Core and/or INL contractor. The Contractor is responsible for the TMI-2 operations and maintenance procedures. The ICP Core contractor is responsible to execute the maintenance work in accordance with their work control programs. The Contractor is then responsible, under Criterion VII of the Quality Assurance Requirements Document, Revision 10, to ensure the work performed by the ICP Core contractor is accomplished in accordance with the NRC Quality Assurance Program. For work scopes excluded from those defined by the ICP Core contractor Memorandum of Understanding and/or the INL contractor Blanket Master Agreement in which there are no costs associated with the services, the NRC Contractor shall treat these services and any other added services provided by the ICP Core contractor and the INL contractor as procured services under the Contractor's Quality Assurance Program. These procured services require supplier evaluation and qualification along with thorough and complete procurement documentation.
4. At the request of the Contractor, the ICP Core contractor shall perform the following maintenance actions, including labor and material, at the TMI-2 ISFSI, at no cost to the Contractor:
- (a) Perform leak check of the vent housing double metallic seals on each DSC containing TMI-2 canisters in accordance with Technical Procedure (TPR)-7066 "*Periodic Horizontal Storage Module (HSM) Monitoring, DSC Sampling, and Filter Housing Leak Tests.*"
- Frequency: Every five years during storage, starting in October calendar year 2019 +/- 25% (3 months)
- (b) Perform a radiation survey at the vent of each DSC in accordance with TPR-7066 "*Periodic HSM Monitoring, DSC Sampling, and Filter Housing Leak Tests.*"
- Frequency: Annually in September +/- 25% (3 months)
- (c) Sample the gas inside each DSC containing spent fuel in accordance with TPR-7066 "*Periodic HSM Monitoring, DSC Sampling, and Filter Housing Leak Tests.*"
- Frequency: Annually in September +/- 25% (3 months)

Mod 62

- (d) Replace the HEPA filter or the DSC after DSC purge is complete as necessary in accordance with TPR-7069 “*DSC Purging and HEPA Filter Change out.*”

Frequency: As necessary

- (e) Perform sampling in accordance with Management Control Procedure (MCP)-2955 “*ISFSI Radiological Environmental Monitoring Program*” that includes:

- i. Monthly airborne radioactivity sampling within the ISFSI perimeter fence.
- ii. Direct radiation monitoring with Thermo Luminescent Dosimeter (TLDs) placed along the ISFSI perimeter fence.
- iii. Periodic loose surface radioactive contamination monitoring adjacent to each DSC vent and purge port and each HSM drain line.

- (f) Perform aging management activities in accordance with PLN-4493 “*Three Mile Island Unit 2 Independent Spent Fuel Storage Installation Aging Management Program.*” This will include but will not be limited to:

- i. Remote visual inspection of DSC, DSC support structure, and DSC Over pack Support Structure in HSM in accordance with TPR-7855 “*Remote Visual Inspection of HSM, DSC, And DSC Support Structure.*”
- ii. Annual concrete surface monitoring program as recommended and/or documented in Engineering Design File (EDF)-8465, EDF-8903, EDF-9565, and EDF-9897.
- iii. Repair of deteriorated concrete and cracks as recommended in EDF-8465, EDF-8903, and EDF-9516.
- iv. Protection against water intrusion as recommended in EDF-8465 including sealing and eliminating bolt hole voids (EDF-9516) and application of surface sealer (EDF-9516).
- v. Nondestructive examination as recommended in EDF-8903.
- vi. Remote visual inspection of HSM in accordance with TPR-7855 “*Remote Visual Inspection of HSM, DSC, And DSC Support Structure.*”

5. The INL contractor will perform necessary maintenance activities on the TMI-2 ISFSI security systems, as required.

The Contractor shall perform the following items:

Mod 77

- Within 90 days after issuance of the license, submit an updated FSAR, to include the information from Appendix C to the LRA, as modified by any changes resulting from the renewal review. This is due December 20, 2019.
- Revise or create a program document describing the infrastructure and timing for implementing the activities in the AMPs described in the ISFSI FSAR within one year of the license effective date. This is due September 16, 2020.
- HSM-15 and its integral DSC overpack shall not be used for normal spent fuel operations. Issue management directive. This is due December 20, 2019.
- MP187 cask is prohibited for use as a transfer cask, if over 20 years old. Issue management directive. This is due December 20, 2019.
- TC spacers, if required for DSC retrieval, shall be fabricated fewer than 20 years before use. Issue management directive. This is due December 20, 2019.
- Update ISFSI Commitments Management Database to include all LRA and SER commitments. This is due December 20, 2019.
- Revise existing commitments, as necessary and notify NRC of changes. This is due December 20, 2019.
- DSC-3: Develop procedure for direct visual inspection of DSC-002 and DSC-004 steel including coatings in rear of HSM including the vent and purge port HEPA filters and housings, and attachment hardware and portions of outer top cover plate, closure weld and HAZs (accessible areas). This is due March 31, 2020.
- DSC-4: Perform direct visual inspection of DSC-002 and DSC-004 steel in rear of HSMs. This is due May 31, 2020 and every 5 years thereafter.

Mod 78

This represents the first seven (7) items in STI's proposal dated July 31, 2019 and covers the initial phase. The total value of this work scope is \$179,615.32. It also adds the last two items adding an additional \$96,375.76 for a total of \$275,991.08 for this phase.

Mod 83

The Contractor shall perform the following work scope item:

HSM-3: Develop a procedure for direct visual inspection of steel components and coatings for all 29 in-service HSMs.

Based on this change, CLIN-2 is increased by \$21,749.63

The Contractor shall perform the following items:

Mod 90

HSM-1: Develop procedure for direct visual inspection of concrete (including fillers and sealants) for all 29 in-service HSMs.

HSM-5: Develop procedure for RILEM tube test (Test method II.4) for silane coating on two areas on two HSMs (one vertical and one horizontal surface) and 1 vertical surface on End Shield Wall.

HSM-7: Develop procedure for direct visual inspection of bolt assembly covers, gasket and filler, surrounding concrete and attachment bolt, nut, and washer.

Based on this change, the total CLIN-3 value is increased by \$197,699.00

The Contractor shall perform the following items:

Mod 91

Task 1: In order to develop the requirements and criteria for the remote inspection system, a collaborative meeting will be held with stakeholders including the contractor and licensee personnel to mutually determine the requirements and criteria for the inspection system, coverage requirements, limitations, etc. The contractor will provide remote inspection equipment information, CAD model of the HSM/DSC, and will present preliminary inspection area percentages based on entry options and capabilities. Based on meeting discussions, a Basis of Design document will be prepared, reviewed and approved to capture the requirements for the inspection system.

Task 2: Based on the design documents developed in Task 1, an entry plan will be developed documenting the plan to gain entry into the sheltered environment to perform the inspections. This plan documents the selected entry locations, any processes used to gain entry and includes generation and development of any applicable drawings. In addition, this will allow for refinement of the estimate of inspection coverage, or percent of the DSC or HSM that will be inspected.

Task 3: Based on the Balance of Design Document and the Entry Plan, this task provides for the review and selection of the appropriate remote technology system that best captures the requirements and achieves the appropriate results. A final selection report will be prepared to document this process.

Task 4: The final task associated with this engineering and strategy effort is to prepare specific engineering documentation to include a design analysis to substantiate the entry plan and provide for technical justification of coverage percentages and inspection locations. This analysis will provide justification as to why the areas subject to remote inspection are representative of the

entire population. Additionally, during this task an inspection procedure draft will be developed for performance of the remote inspection. This task also includes development of procurement specifications to ensure follow-on delivery and the inspection phase is as efficient as possible.

Based on this change, the total CLIN-3 value is increased by **\$521,965.00**.

The Contractor shall perform the following items:

Mod 96

Task 1: Perform visual inspections (ASME Section XI, IWA-2210, VT-3 Inspection and VT-1 Inspection [as required]) of the two (2) DSCs based on procedures provided by Veolia Nuclear Solutions–Federal Services (VNSFS).

Task 2: Perform visual inspections (ASME Section XI, IWA-2210, VT-3 Inspection and VT-1 Inspection [as required]) of the HSMs based on procedures provided by VNSFS.

Task 3: Perform visual inspections (ASME Section XI, IWA-2210, VT-3 Inspection and VT-1 Inspection [as required]) of the HSM Protective Bolt Covers, Gasket and Filler based on procedures provided by VNSFS. Note that surrounding concrete inspection is to be performed by Fluor Idaho inspector.

Task 4: Perform annual inspections of the silane water repellent coating on the concrete, assess for physical damage on the steel coatings, and inhibition of moisture penetration and rebar corrosion on HSM structures, systems, and components (SSCs).

Based on these changes above, the total CLIN-3 value is increased by \$229,372 from \$8,521,444.35 to \$8,750,816.35.

The Contractor shall perform the following observations relating to EDF-4728 on the TMI-2 ISFSI:

Mod 102

1. Perform a review of the EDF against the TMI-2 licensing requirements and regulatory expectations.
2. If needed, re-perform any calculations where a discrepancy is discovered to correct the analysis.
3. Perform any required 72.48 screens/evaluations on resultant changes (if any).
4. Evaluate the two observations provided in the EPRI document for applicability and impact to the TMI-2 facility.
5. Determine if an NRC filing is required based upon the above work and prepare the submittal (if required).
6. Document all work in a submitted technical report. The report shall be reviewed internally by the Contractor, and then a single review by the DOE.

Based on these changes, the total CLIN-3 value is increased by \$64,688.

The Contractor shall provide support to develop responses to the seven (7) new questions received from the NRC including the procurement of an independent consultant to inform the decisions and revisions to documentation required as a result of questions and discussions held with NRC reviewers. These are in addition to the original questions addressed in Mod 102. This scope of work is as follows:

Mod 126

- Review NRC Questions Document and Basis Documents Associated with Response
- Provide Support for Discussions with NRC Personnel
- Perform Updated Analysis and Calculations Based on Discussions and Agreements with NRC
- Prepare Written Response to NRC Questions and Associated Documentation
- Incorporate License Basis Document Changes

Based on this change, the CLIN-3 value is increased by \$112,216.

The Contractor shall fabricate a horizontal storage module door lift fixture and a TMI lid rack assembly for the TMI-2 ISFSI implementation of the Aging Management Program (AMP). The Contractor shall perform the following:

Mod 103

- Perform direct visual baseline inspection of 2 DSC SSCs accessible through the rear access door
- Perform direct visual baseline inspection of steel components for 29 in-service HSMs
- Perform direct visual baseline inspection of protective bolt covers, gasket and filler and surrounding concrete for set of two covers, and
- Perform baseline RILEM tube test.

Based on these changes, the CLIN-3 value is increased by \$85,782.

This REA is the final adjustment in a series of requested modifications to the Spectra Tech Inc. (STI) contract to implement the TMI-2 Aging Management Program at the TMI-2 ISFSI. The scope and approach of this portion of work includes, the following 4 tasks:

Mod 110

1. Procure and Fabricate Inspection Equipment
2. Finalize Project Documents Including Drawing Updates, SAR Updates, Inspection Procedures and Inspection Equipment Guide Updates.
3. Develop Associated Work Package(s) for Inspections
4. Perform Remote Visual Inspections of the DSCs Stored in HSM-16 and HSM-20, and Perform Remote Visual Inspection of the Interior of HSM-5 and HSM-16

The scope above will be completed prior to May 31, 2021.

Note: The final reports documenting the inspection results are not included in this scope because the schedule for these reports extended beyond the current contract period. These reports will be addressed separately.

Based on these changes, the CLIN-3 value is increased by \$811,511.00 from \$10,412,983.08 to \$11,224,534.08.

The TMI-2 Inspection Reports were not included in original TMI-2 remote inspection modification (Mod 110) because they were scheduled to be completed after the contract expiration date. However, the contract has since been extended and the report can now be added to the contract. This modification adds the work scope for the final TMI-2 Inspection Reports as well as extends the final report due date to August 31, 2021.

Mod 125

Based on this change, CLIN-3 is increased by \$69,349.35.

The Contractor shall design and test potential tools that can be used to repair a condition found at entrance to the drain on the HSMs which will also allow for insertion of the remote inspection equipment.

Mod 115

Due to unforeseen conditions after drilling into the HSM, the Contractor shall provide three tools for fabrication and testing to remove the concrete obstruction. The tools will be fabricated, and a small mockup will be built to test the tools. When it is determined that the tools work as intended, they will be sent to INTEC for deployment in the field. Deployment of the tools and the recommended process for use will be incorporated into the Fluor Idaho work control process.

Based on this change, CLIN-3 is increased by \$23,189.

The Three Mile Island - Unit 2 (TMI-2) Independent Spent Fuel Storage Installation (ISFSI) is implementing an Aging Management Program (AMP) that ensures no aging effects result in a loss of intended function of the structures, systems, and components (SSCs) important to safety that are within the scope of license renewal for the term of the license renewal. The scope of this modification addresses estimated costs to perform direct inspection activities in 2021 associated with implementation of Aging Management Program requirements in the Outdoor Environments.

Mod 121

The inspections include:

- Direct Visual Baseline Inspection of Protective Bolt Covers, Gasket and Filler and Surrounding Concrete for Set of Two Covers
- RILEM Tube Testing
- Direct Concrete Inspection in Accordance with Recommended Actions from Previous Year Inspection Results Summary

Based on this change, CLIN-3 is increased by \$33,277.00.

The Contractor shall perform the following tasks in order to provide responses to the NRC's second round of questions regarding TMI-2 ISFSI Dose Calculations, as explained in STI's proposal dated July 22, 2021:

Mod 133

- 1) Review the NRC's second round of follow up question and 29 associated comments and perform initial analysis and records retrieval.
- 2) Provide support for discussions with NRC personnel.
- 3) Perform updated Radiological Safety Analysis Computer (RSAC) analysis.
- 4) Perform analysis and update calculations.
- 5) Prepare response documentation and associated attachments.

Based on these changes, the CLIN-3 value is increased by \$166,195.05.

C.4.2.1 TMI-2 License Renewal

C.4.2.1.1 Development and Submission of the TMI-2 License Renewal Application

The Contractor shall adopt and implement PLN-3660, “*Three Mile Island Unit 2 Independent Spent Fuel Storage Installation License Renewal*” (Exhibit C-29), and may revise PLN-3660, as deemed necessary. If the Plan is revised, the Contractor shall submit the revised plan to DOE for approval, prior to implementing any change.

The Contractor shall continue the development of the TMI-2 license renewal application (PLN-3660) for submittal by DOE to NRC by March 2017. The development process will be highly integrated, including both the Contractor and the DOE. The Contractor shall support up to 6 meetings between the DOE and the NRC regarding the development of the license application. The current license application development status is included in Exhibit C-30. The Contractor is responsible for all elements of the license renewal application, thus, the Contractor shall ensure the previous work performed on the license application development is acceptable for submission. The Contractor shall complete the license renewal application in accordance with NRC requirements (10 CFR 72) for a 20-year license term (see Section J, Attachment J-2).

The contractor shall provide a Licensing Specialist to provide classification support and other support services in the processing of licensing documents related to the Nuclear Regulatory Commission Licensed Facilities Project.

Mod 21
1/31/17

This modification increases CLIN 0002 by \$30,085.10.

C.4.2.1.2 Support of the License Application during the NRC Review Process

Subsequent to the March 2017 submittal of the license renewal application by the DOE to the NRC, the Contractor shall support the renewal process to ensure NRC license approval by March 2019. This shall include, but is not limited to, supporting DOE for providing responses to the NRC for Requests for Additional Information (RAI), and any other activities required to support the license renewal process.

Task Order: DE-EM0003976/89243218FEM400003

Task Order: DE-EM0003976/89243218FEM400003

STI shall develop, review, and submit an adequate response to all items stated in the NRC's request for Additional Information (RAI). The following tasks are established to assist STI in this process:

Task-1

Upon receipt of the draft RAI's, STI will perform an initial review, discussion, and estimation of work for the draft RAI's. The draft RAI's are expected to be delivered by the NRC to DOE the first week of November 2017. These hours will be tracked and included in STI's proposal. STI's proposal will be based on this review and shall include a schedule for developing responses to the RAI's including a period for DOE comment resolution.

Task-2

- Development of the technical response drafts for DOE review in accordance with the establish schedule.
- Incorporation or resolution of DOE comments on the proposed draft responses.

Task-3

Submit final RAI's and transmittal letter to DOE for approval.

The estimated Period of Performance is October 31, 2017 through March 31, 2020.

IAW Clause 52.232-22(c), the Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, when added to all previously incurred costs, will exceed 85% of the total amount allotted to the contract by the Government.

C.4.2.2 TMI-2 Emergency Management

The Emergency Management Program for the INL is provided by the INL Contractor. The Emergency Management Program for INTEC (including TMI-2) is provided by the ICP Core Contractor. The Contractor shall adopt the Emergency Management Plan (Exhibit C-31) for

TMI-2 and shall review and revise, as necessary (see Section J, Attachment J-2). If the Plan is revised, the Contractor shall submit to DOE for approval, prior to implementation. The plan shall be compliant with CFR 72.32 “*Emergency Plan*” and any other relevant directives, laws, etc. The Contractor shall ensure compatibility of the TMI-2 Emergency Management Plan with the INL and INTEC Emergency Management Programs.

The Contractor shall interface with the INL and ICP Core Contractors regarding Emergency Management Program element integration with TMI-2. The INL and/or ICP Core contractors are responsible for the following elements related to emergency management (at no cost to the Contractor), which shall be addressed in the Interface Agreements with the INL and ICP Core contractors:

1. The INL contractor will develop, implement, and maintain Memoranda of Understanding (MOUs) with off-site response entities, will coordinate meetings and training, and resolve issues with these entities.
2. The INL contractor will provide fire department services at TMI-2. The INL contractor’s Fire Department, in cooperation with the Contractor, will develop and maintain (to include periodic walk-downs) pre-incident plans for TMI-2. The INL contractor’s Fire Department will also support drills and exercises conducted at TMI-2.
3. The INL contractor will maintain the emergency management maps. The Contractor shall provide input and maps to the INL Contractor as it pertains to TMI-2.
4. The INL contractor will maintain a single point of contact (Warning Communication Center (WCC) at 208-526-1515) for emergency notification and will maintain the Contractor’s emergency notification list in the WCC. The Contractor shall maintain a current emergency notification list, and provide it (and any updates) to the INL Contractor.
5. The INL contractor will manage the EOC for all emergencies at EM-owned facilities in Idaho and Colorado. The Contractor shall support the INL EOC and ICP Core contractor ECC at INTEC, when activated in response to an emergency related to TMI-2.
6. The INL contractor will disseminate public protection information, received or developed in the EOC, to off-site entities. For TMI-2 emergencies, the Contractor shall review this information for applicable classification or other disclosure restrictions prior to release.
7. The INL contractor will allow the Contractor personnel access to the Central Facilities Area during emergencies, drills, or exercises.
8. The ICP Core contractor will notify the Contractor at least one week in advance of planned drills or exercises that impact or may impact TMI-2. This shall be addressed in the Interface Agreement with the ICP Core contractor.
9. The ICP Core contractor will perform emergency response including drills and exercises in accordance with PLN-1610 “*Three Mile Island Unit 2 (TMI-2) Independent Spent Fuel Storage Installation (ISFSI) Emergency Response Plan (ERP)*”. This shall be addressed in the Interface Agreement with the ICP Core contractor.

The Contractor shall adopt the Continuity of Operations Plan implemented by the ICP Core contractor. The Contractor shall execute the approved Continuity of Operations Plan per DOE Order 150.1A, Continuity Programs.

C.4.3 TMI-2 Physical Security

The Contractor shall implement and is responsible for the TMI-2 PPP (Exhibit C-8) in accordance with the NRC License. Security services on the INL site are provided by the INL contractor. The Contractor will be provided Safeguards and Security Services by the INL contractor. These routine services include, but are not limited to, security officers, alarm station operations and security system maintenance. The Contractor shall utilize the INL site wide visitor access control process and comply with vehicle access controls.

The contractor shall coordinate with the INL contractor to adopt and update the INL Site Security Plan within 90 days after the contract effective date. Any changes to the INL contractor requirements and Departmental directives will be evaluated and any cost impacts associated with requirement changes or changes in level of services requested will be borne by the program office (e.g. EM, NE) whose activities are affected by the changes.

The INL contractor will provide the services outlined in the INL Site Security Plan (Exhibit C-32) at no cost to the Contractor. Costs for repairs to the security systems and components located within the security buildings will be borne by the INL contractor. However, repairs or upgrades to security systems and components that feed into the site-wide Central Alarm Station at INTEC (CPP-1674) are not the responsibility of the NRC Contractor, and shall be addressed in the Interface Agreement with the ICP Core or INL contractor. The level of security force/support provided to TMI-2 is baselined to that level in place in FY2015, consistent with the requirements included in the INL contract, as approved by the Officially Designated Federal Security Authority (ODFSA) and in accordance with the INL Site Security Plan. That level of service will be provided at no cost to the Contractor over the entire period of the NRC Licensed Facilities contract.

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).

C.4.4 TMI-2 General Infrastructure

General Infrastructure support for TMI-2 is provided by the INL and ICP Core contractors to the Contractor at no cost over the entire contract period of performance. The INL contractor maintains site roads including snow removal, weed control, lighting, and sign maintenance up to the main gate of the EM-owned site areas and facilities, as well as the parking lot outside of the main gate entrance at the INTEC and Radioactive Waste Management Complex (RWMC) facility areas. The INL contractor maintains and inspects the existing railroad system up to the

EM facility perimeter fence or area boundary. The INL contractor maintains other site grounds that are outside of the EM facility areas and outlying EM facilities and structures. The INL contractor will maintain the site seismic monitoring network. The ICP Core contractor will maintain roads and railroads within its facility areas, and will be responsible for any upgrades required outside of its facility area, if those upgrades are needed solely to support the EM mission. The Contractor shall provide oversight to ensure that any general infrastructure support, which affects the license, that is provided by the ICP Core contractor and the INL contractor at TMI-2 is accomplished in accordance with applicable NRC and DOE requirements.

C.4.4.1 TMI-2 Office Space and Custodial Services

The ICP Core contractor will provide office space for two of the Contractor's personnel at INTEC for support at TMI-2. Office space shall include areas for information technologies, communications (phones), administrative functions (e.g., records storage). The Contractor shall generate, store, and control classified materials associated with TMI-2 at the Willow Creek Building in Idaho Falls, and shall be responsible for the performance of document classification and declassification, in accordance with NRC license requirements. Generation, storage, and control of classified materials may be relocated to FSV..

The ICP Core contractor will provide services to include, but not limited to: communication services, custodial services, daily mail, and moving of furniture and equipment at INTEC facilities including TMI-2. Office Space (including computers) and Custodial Services, as described herein, will be provided by the ICP Core contractor at no cost to the Contractor.

C.4.4.2 TMI-2 Utilities

Power (electricity) at TMI-2 will be provided by the ICP Core contractor at no cost to the Contractor. The INL Contractor provides electrical transmission and distribution services to the TMI-2 facility CPP-1774 at no cost to the Contractor.

C.5.0 ISFF FACILITY LICENSE SUPPORT

The Contractor shall maintain the ISFF ISFSI license SNM-2512 (Exhibit C-11) in accordance with NRC regulations. The Contractor shall provide support including but not limited to maintenance of license basis documents in accordance with MCP 3177 "*ISFSI License Basis Documents*" and implementation of revisions, if required. The Contractor shall also provide training and qualifications for the facility manager and facility safety officer, in accordance with the ISFF license. These two positions/titles (facility manager and facility safety officer) will be required to be staffed as part of the NRC Contract. These personnel can have other contract assigned duties in addition to this responsibility. If qualified, one person can serve both roles. The Interface Agreement to be established with the CDP contractor shall include requirements for minimal discussions regarding the ISFF licensed design.

In addition to maintaining the ISFF ISFSI license as described in this section, the Contractor shall also provide the following support related to extending the ISFF License:

1. Initial planning discussions
2. Preliminary conference calls with DOE-ID and NRC personnel to discuss options for path forward
3. Preparation of presentation materials – to include DOE review – for use at the NRC public meeting
4. Attendance at the initial NRC meeting in support of DOE -ID
5. Travel associated with NRC meeting

Based on this change, CLIN-3 is increased by \$8,086.

C.6.0 PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS

C.6.1 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.6.1.1 Submission of Plans and Reports

The Contractor shall submit 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-2). 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 DOE shall be provided 30 days for review and comment of draft documents, and 60 days for the approval of final documents. This schedule shall be updated as part of the Monthly Progress Report specified in Section H.24.

C.6.2 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 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 state of Idaho and/or Colorado; interactions with the Tribes; interactions with the Citizens Advisory Board (CAB), NRC, and DOE headquarters organizations.

C.6.3 Regulatory Interaction

All regulatory interactions with the NRC and other regulators are to be conducted by the DOE. Fees to be paid to the NRC, in accordance with 10 CFR 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 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*” will be borne by the DOE, at no cost to the Contractor. The Contractor shall support DOE 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 and TMI-2 licenses. Each facility will be inspected separately, and separate reports will be issued for safety and security for the two facilities.

C.6.4 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, including special nuclear material. For special nuclear material stored at FSV and TMI-2, each storage location has a security Tamper Indicating Device (TID) on it. Inspection of the TID is sufficient for verification of special nuclear material inventory.

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 C-27 and C-33, *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-2). All Government Furnished Property (GFP) under this contract is furnished on an “as is/ where is” basis.

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 of the assets balance in the INL contractor 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.

Mod 7

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.6.4.1 Real Property Services

The Contractor shall comply with DOE O 430.1B, “*Real Property Asset Management*” for the acquisition, management and disposition of real property assets. The Contractor shall provide data (Buildings Report and Other Structures and Facilities Report) required to be included in the Facility Information Management System (FIMS).

C.6.4.2 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.6.4.3 Replacement of Government Furnished Property

If authorized by the Contracting Officer, the replacement of Government Furnished Property (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.6.4.4 Government Furnished Property

DOE-ID is responsible for providing the contractor with office space at FSV. The office space shall be approximately 10’x15’. Additional space available to the contractor includes a break room approximately 17’x15’, a locker room approximately 12’x12’, and a workout area approximately 21’x12’. The FSV facility also includes kitchen and restroom facilities. The contractor shall have overall responsibility to maintain and use the fitness facility located at FSV for physical fitness training. GFP available in the fitness facility is listed in Exhibit C-27.

The GFP identified in Exhibits C-27 and C-33 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 to inspect the equipment to ensure the equipment is safe to use and that it operates in accordance with manufacturer’s description.

The Contractor shall be responsible to provide computer and printer if needed to conduct contractor business.

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.

C.6.4.5 Government Spare Parts

The Contractor shall be responsible for spare parts that are stored at FSV (Exhibit C-34). Spare parts for TMI-2 and FSV that are stored at warehouses in Idaho will be maintained under the ICP Core contract, as identified in the Controlled Storage Inventory lists (Exhibits C-34 and C-35). The ICP Core contractor will provide storage and material control for material stored in Idaho warehouses, at no cost to the Contractor.

C.6.5 Safety and Quality Program

C.6.5.1 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. This includes 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 851, and a WSHP plan shall be submitted for approval within 60 days from NTP (see Section J, Attachment J-2). 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 851 and other applicable codes, laws or regulations.

C.6.5.2 Occupational Medical Program (OMP)

The Contractor shall provide for its employees an OMP in compliance with 10 CFR 851. A documented section in the WSHP describing the contractor's OMP is required. 10 CFR 851 Appendix A specifies the requirements the written OMP program, as part of the WHSP, must address. At a minimum, the WHSP for DOE approval needs to provide sufficient information or

reference to another document (procedure, contract, other) which describes the contractor's (and its subcontractors') planned implementation of the OMP program in Appendix A, Section 8. This includes, but is not limited to a description of the following, which are identified in 10 CFR 851 Appendix A:

- Statement of applicability or non-applicability of the need for the OMP program has been assessed by the Contractor and documentation of the basis used for this judgment as stated in (8)(a).
- Statement regarding how the Contractor has determined the suitability of the selected OMP provider and verified the qualifications of the provider as stated in (8)(b).
- Identification and written statement as to who the Contractor and its subcontractors has selected to provide the services described in this Section (8)(b-c).
- Written description of the methods to be used to communicate and relay important information to the selected OMP provider regarding worksite hazards and the workers' exposure (potential/actual) to hazards as described in Section (8)(d). This includes the assignment of the roles and responsibilities as to who within the contractor's organization will provide information to and receive information from the OMP provider.
- Written description of how the OMP provider has been informed of their role and responsibilities as the medical provider for the Contractor's OMP program and identification of the products the OMP provider will provide to the Contractor. DOE's expectations for the required interfaces, communication and coordination methods, and outputs to be provided to the Contractor and its employees from the OMP provider are described in (8)(e), (8)(g), (8)(h), 8(i). The requirements for the OMP providers are extensive, and it is recommended the Contractor review these sections closely. Some of these requirements include:
 - Determine the content of medical exams to be provided, including baseline fitness for duty evaluations and assessment of physical condition, medical qualification/certifications, periodic exams to be provided, and upon separation from employment, as stated in (8)(g)
 - Maintenance of required medical records and the communication method by which the Contractor's workers are informed by the OMP provider on the results of the medical evaluations as stated in (8)(e), (8)(f), (8)(g)(1)(i-ii).
 - Return to work evaluations following absence of 5 days for either work related or other injury or illness as stated in (8)(d)(2) and (8)(g)(2)(iv).

The written program shall clearly identify what initial medical qualification/certification exams will be required for workers based upon the expected hazards to be encountered or assigned work to be performed. Examples could include a hearing test for noise exposure or a medical examination stating that the worker may wear a respirator.

- If applicable, written description on how these requirements will be passed onto the contractor's subcontractors for implementation. The Contractor shall include how the Contractor will verify the subcontractor has a defined system for adequately implementing those requirements.

C.6.5.4 Emergency Management

The specific Emergency Management requirements for FSV and TMI-2 are specified in paragraphs C.3.2.1 and C.4.2.2, respectively.

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 program operated by the INL contractor and coordinated with the ICP Core 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, etc. The Emergency Management program must 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:

Mod 16

- 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.

In order to maintain a compliant program, the Contractor shall maintain adequate facilities, and provide personnel, and other resources necessary to maintain a compliant program and shall expect to provide at least the following for events or drills involving Contractor facilities:

- For FSV: Power, communications, monitoring, equipment, and furnishings that can be used as Emergency Control Centers (ECCs) or Command Posts, and alternate ECCs. Temporary office space for emergency planners or hazards assessors that may need to perform hazards surveys or analysis of facility hazards. For TMI-2 facilities, this shall be satisfied through an agreement to use the ICP Core ECCs and alternate ECCs.
- For FSV or TMI-2: Personnel that can staff a 24/7 cadre of Emergency Response Organization (ERO) personnel filling necessary command, control and support positions in the ECC or Command Post, On Scene, and in the Emergency Operations Center (EOC). This includes an Emergency Action Manager (EAM) for the FSV ISFSI, along with other positions in an approved emergency plan. For TMI-2 facilities, these personnel shall be obtained through an Interface Agreement with the ICP Core contractor. In addition to responding to actual events, ERO personnel will need to have

sufficient time to 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 must 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 involving Contractor facilities.
- A senior management personnel position that can act in an advisory and coordination capacity in the EOC for emergencies or drills involving contractor facilities.
- A public affairs liaison position that can coordinate on press releases, press conferences, or other emergency public information functions for emergencies or drills involving contractor facilities.
- For FSV: 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 fire department or other response personnel. For TMI-2: These services will be provided by the ICP Core contractor, through the Interface Agreement.
- For FSV: 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. For TMI-2: These personnel and services will be provided by the ICP Core contractor, through the Interface Agreement. The Contractor shall support the ICP Core contractor's recovery manager.
- Time for all contractor 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.

C.6.5.5 Quality Assurance

The Contractor shall adopt the NRC-approved Quality Assurance 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, TMI-2 ISFSI facility license number SNM-2508, and ISFF license number SNM-2512), and shall review and revise, if deemed necessary. If the Program is revised, the Contractor shall submit to DOE for approval, prior to implementation. The quality assurance program shall be implemented by the Contractor through the use of approved, controlled implementing documents. Changes that reduce the effectiveness of quality assurance program commitments and represent a change per 10 CFR 72.48, "*Changes, Tests, and Experiments*," will be submitted to the DOE and the NRC for its review and approval prior to implementation.

C.6.5.5.1 Contractor Performance Assurance Surveillance Plan (PASP)

The contractor shall utilize a Performance Assurance Surveillance Plan (PASP) to identify how management will monitor performance to ensure services performed are in compliance with the contract requirements. The plan shall be submitted within 90 days of NTP, and shall be updated as needed to ensure compliance is maintained throughout the contract performance period (see Section J, Attachment J-2). CO review and approval is required for all revisions. The contractor's PASP shall be applicable to all subcontractors and members of the contractor's team. The contractor shall make recommendations on implementing the services for the facilities and how to most effectively ensure compliance with 10 CFR Parts 72 and 73 and the contractor requirements document of DOE O 226.1B. The plan shall align with the PWS and the contractor's proposed approach to accomplish it, and shall include detail as to how the Contractor will meet the requirements of the Performance Requirements Statement, as identified in the Quality Assurance Surveillance Plan (see Section J, Attachment J-8). The plan should specify standard(s) for successful contractor performance (must be measurable).

Following approval of the plan, it will not become part of the contract, but will be utilized by the parties in effectively managing the contract.

C.6.5.5.2 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 (1) performance against contractor's PASP; (2) implementing procedures, covering areas including, but not limited to (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; (3) any other record or procedure which provides insight to contractor's performance.

C.6.5.6 Radiation Protection

The Contractor shall adopt the Radiation Protection Program, and shall review and revise, if deemed necessary. If the Program is revised, the Contractor shall submit to DOE for approval, prior to implementation. (see Section J, Attachment J-2).

The Contractor shall purchase Department of Energy Laboratory Accreditation Program (DOELAP) accredited external and internal dosimetry services from the INL Contractor, as needed for performance under this contract. All dosimetry records will be maintained in a single database by the INL contractor.

C.6.5.8 Waste Management

The Contractor shall be responsible for appropriately and compliantly managing all waste it generates at FSV (e.g. sewage and trash), to include initial characterization and final disposition. Historically, all waste generated at FSV was commercial, non-hazardous waste. Any waste generated at TMI-2 will be handled by the ICP Core contractor at no cost to the Contractor.

C.6.5.9 Safeguards and Security

The Contractor shall provide Identity, Credential and Access Management support in compliance with DOE Order 206.2. This includes issuance of Homeland Security Presidential Directive (HSPD)-12 badge credentials for all qualified contractor personnel, cleared and uncleared, and implementation of the necessary capabilities to provide access to Federal facilities or systems by contract effective date. For personal located in Idaho, the Contractor shall coordinate with the INL contractor to obtain the HSPD credentials. For personal located in Colorado, the Contractor shall coordinate directly with the DOE-Idaho COR to obtain the HSPD credentials from the Golden Field Office. Security Level L clearances shall be required for all full time staff involved at FSV.

C.6.5.10 Security Considerations

A number of documents applicable to the requirements within this PWS contain Safeguards Information and/or Secret-National Security Information. Following award, these documents will be made available to the contractor for review. In order to view the documents, the Contractor and individuals will require a background check and approval by the DOE reviewing official. Access requirements for this information are based on a need to know and permission from DOE.

C.6.5.11 Material Control and Accountability

The INL Contractor will provide a repository for special nuclear material control and accountability records for FSV and TMI-2. The Contractor shall perform the surveillance and inspections of special nuclear materials, as necessary for control and accountability in accordance with the NRC licenses.

C.6.6 Information Management

C.6.6.1 Information Technology and Cyber Security

The 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 Contractor shall provide DOE access to the Contractor's local systems and databases as necessary to support DOE's contractor oversight efforts. The 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 shall establish necessary Memorandums of Understanding (MOU's) and Interconnection Security Agreements between the INL contractor, DOE-ID and DOE HQ for any necessary computing services. All parties will accept the responsibility for adhering to DOE Directives, National Policy and Office of Management and Budget (OMB) guidance. The Contractor shall obtain all necessary Federal Information System Management Act (FISMA) system certifications from the INL Site Authorizing Official.

The Contractor shall ensure IT services such as network backbone, remote connectivity, and wireless communications (cell, radio, etc.) are available to support the contract missions. There is no server at FSV; however there are computers located at the site, available for use.

The Contractor shall provide support for DOE IT Capital Planning & Investment Control, Enterprise Architecture, and other IT activities required in support of the Contractor's operation.

C.6.6.1.1 Network Access

The Contractor may negotiate Network Access with the INL contractor for IT services if located within INL facilities or off-site. If the Contractor locates their IT server/data center in a facility not currently connected to the INL network backbone infrastructure, the Contractor may negotiate with the ICP Core contractor to provide VPN/remote connectivity for the NRC contractor to allow them access to various INL Site applications. This would be handled via the Interface Agreement between the NRC and ICP Core contractors. If the 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 based on negotiated or established rates. Costs associated with minor moves and relocations within existing EM facilities may be provided by the INL contractor at rates to be established.

If the Contractor negotiates access to the INL Network, the Contractor shall comply with the INL Cyber Security requirements and processes. The INL contractor may provide firewall operation, intrusion detection, antivirus management, SPAM filtering and associated engineering with any potential negotiated costs to the Contractor. The Contractor will reimburse the INL contractor for licensing and support costs as applicable via a separate contractual vehicle with the INL contractor. 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 and Entrust licenses will be provided by the INL contractor. The Contractor will reimburse the INL contractor via a separate contractual vehicle with the INL contractor.

C.6.6.1.2 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. 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.6.6.2 Records Management

C.6.6.2.1 General

The work activities in this section pertain to ensuring the creation, maintenance and turnover of all records (regardless of format) generated/received in performance of this contract to the ICP Contractor. The Contractor shall ensure all records are authentic, reliable, and usable and ensure they remain so through turnover of the records. The Contractor shall also ensure that records are legible, complete, accurate, appropriate to the work accomplished, and identifiable to the item(s) or activity(s) to which they apply. This includes web content and other media used for official business resulting in the creation/receipt of records.

The Contractor shall coordinate with the Idaho Records Management Field Officer (RMFO) for records work flow related issues.

C.6.6.2.2 Requirement

All records will be managed in accordance with all prescribed laws, regulations, directives and the ICP Core contractor’s Records Management Program to ensure adequate and proper documentation of the organizations, missions, functions, policies and decisions made under this Contract.

C.6.6.2.3 Records Management Program

The Contractor shall manage all records (regardless of media) generated/received in the performance of the Contract in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE O 243.1B, “*Records Management Program*,” applicable NRC requirements, the ICP Core contractor’s Records Management Program, any other DOE requirements as directed by the CO and an approved Records Management Plan (see Section J, Attachment J-2).

C.6.6.2.3.1 Electronic Records (including emails)

The Contractor shall ensure all electronic records, including email are managed utilizing the ICP Core contractor’s Emergency Response Management System (ERMS) and/or Records Management Program for turnover, and are created / managed in accordance with Federal and DOE requirements and guidelines.

The Contractor shall ensure electronic records submitted to the ICP Core contractor that have been scanned meet National Archives and Records Administration (NARA) requirements and/or an industry standard approved by DOE (e.g., scanned to proper ppi, quality checks performed, etc.) and the ICP Core contractor's Records Management Program. 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 Disposition Schedules.

C.6.6.2.3.2 Audiovisual Records

The Contractor shall ensure that the creation, maintenance, and storage of audiovisual records are in accordance with 36 CFR 1235.42, 36 CFR 1237, up-to-date NARA requirements/guidance and the ICP Core contractor's Records Management Program.

C. 6.6.2.3.3 Vital Records Program

The Contractor shall develop and implement a vital records program, and maintain an up-to-date vital records inventory in accordance with 36 CFR § 1223, DOE O 243.1B and the ICP Core contractor's Records Management Program (see Section J, Attachment J-2).

C. 6.6.2.3.4 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 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 clause, *Privacy Act Systems of Records* shall be the property of the Government.

C.6.6.2.4 Creation/Receipt

The Contractor shall implement recordkeeping requirements in accordance with the ICP Core contractor's Records Management Program that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated / received (regardless of media) in the performance of the contract as required by Federal regulations found in 36 CFR, Chapter XII, Subchapter B, *Records Management*.

C.6.6.2.4.1 Electronic Information Systems (EIS)

The Contractor shall manage records contained in electronic information systems by incorporating recordkeeping controls into the system or by exporting the records into the ICP Core contractor's 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 (excel spreadsheet) provided by the RMFO (see Section J, Attachment J-2).

C.6.6.2.4.2 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 accordance with the ICP Core contractor's Records Management Program (see Section J, Attachment J-2).

C.6.6.2.5 Maintenance/Use

The Contractor shall ensure the proper arrangement, disposition authority assignment and maintenance/preservation of all records in accordance with the ICP Core contractor's Records Management Program.

C.6.6.2.5.1 Quality Assurance Records

The Contractor shall ensure records identified as Quality Assurance records under DOE/RW-0333P Rev. 10 (Quality Assurance Requirements and Description) are categorized (lifetime/non-permanent); managed in accordance with DOE/RW-0333P Rev. 10, and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable item, activity or facility.

C.6.6.2.5.2 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 O 206.1, "*DOE Privacy Program*" (see Section J, Attachment J-2).

C.6.6.2.5.3 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.6.5.9, Safeguards and Security.

C.6.6.2.5.4 Records Requests

The Contractor shall assist the ICP Core contractor in responding to NARA data calls and DOE requested information for the Freedom of Information Act (FOIA), the Privacy Act and Energy

Employees Occupational Illness Compensation Program Act (EEOICPA), 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/records.

C.6.6.2.6 Records Disposition

The Contractor shall document the Contractor's disposition process, which shall include processing of all records to the ICP Core contractor in accordance with the ICP Records Management Program. The Contractor shall not destroy any records; all records will be turned over to the ICP Core contractor for proper disposition (destruction, transfer to Federal Records Center (FRC)/NARA, etc.) (see Section J, Attachment J-2).

C.6.6.2.7 Document Control

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

C.6.7 Environmental Sustainability

The Contractor shall assist the DOE through direct participation and other support in achieving the DOE's sustainability goals as required by Executive Order (EO) 13514, DOE Order 436.1, and the DOE Strategic Sustainability Performance Plan.

The Contractor shall develop and implement internal policies to calculate and track greenhouse gas emissions following Federal guidelines and shall annually report input to DOE-ID for a comprehensive inventory of absolute greenhouse gas emissions, including specific scope 3 (indirect) emissions, in accordance with DOE greenhouse gas reporting requirements.

The Contractor shall assist the DOE in meeting the pollution prevention and waste diversion goals in E.O. 13514 through source reduction and, as determined to be cost effective and consistent with DOE sustainability goals, through diversion from disposal non-hazardous solid wastes and construction and demolition materials and debris.

The Contractor shall assist the DOE in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as provided in E.O. 13514 as follows:

- Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to efforts to bring facilities into compliance with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles).
- Manage existing building systems to reduce the consumption of energy, water, and materials, and identify alternatives to renovation that reduce existing assets' deferred maintenance costs.

The Contractor shall ensure that major replacements of installed equipment, renovation or expansion of existing space, employ the most energy efficient designs, systems, equipment, and controls that are life-cycle cost effective (documented analyses shall be provided to DOE on request), and ensure such activities contribute to compliance with the Guiding Principles.

The Contractor shall designate a facility energy manager and complete building energy and water evaluations every four years for each facility according to the Energy Independence and Security Act, Section 432. The Contractor shall use Energy Star Portfolio Manager rating tool to record energy and water audits and sustainability performance information. The Contractor shall ensure that facility energy managers commission equipment and establish Operations and Maintenance (O&M) plans for measuring, verifying, and reporting energy and water savings.

The Contractor shall assist the DOE in advancing sustainable acquisition for products and services as outlined in E.O. 13514:

- Incorporate electronics stewardship and best management practices;
- Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;
- Employ environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products;
- Implement best management practices for energy-efficient management of servers and Federal data centers;

The Contractor shall assist the DOE to achieve sustainable environmental management by:

- Ensuring the Environmental Program incorporates objectives and measurable targets that contribute to the achievement of the sustainability goals of EO 13514 and the DOE Strategic Sustainability Performance Plan; and
- Providing data and information annually to assist DOE in the development of an annual INL Site Sustainability Plan and the Comprehensive Data Energy Report.

Mod 56

C.6.8 Administrative Support

The Contractor shall provide administrative support for a DOE integrated project team, meeting once a week, including development of agendas, video teleconference, teleconference, computer conference services, generation of minutes, and maintenance of records.

The Contractor shall support 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:

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

Such support shall include, but shall not be limited to, preparation for briefings, public presentations, and search, review, and reproduction of documents.

C.6.8.1 Training

The Contractor shall provide training, as needed to meet the requirements of this PWS.

The Contractor shall develop a training schedule for required courses, as identified in the license documents (see Section J, Attachment J-2).

C.6.9 Engineering Support

The Contractor shall provide engineering support to operate the facilities and implement the NRC license requirements and facility operation procedures and processes. This shall include, but is not limited to, SAR support, systems engineering support, configuration management, and license engineering support.

C.6.10 Procurement Requirements

The Contractor shall purchase subcontract support, materials for project-specific needs (chemicals and gases for ISFSI storage operations) and miscellaneous office supplies, personal protective equipment, and replacement of minor equipment as needed to accomplish the requirements within this PWS.

C.7.0 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.7.1 Phase Out Activities

The Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phase-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-2).

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 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 Idaho site;
- 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 list of permits and purpose.
- Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health Plan, QA Plan, , 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.

Mod 56

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.7.2 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:

- Identification of all contract 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) under this contract;

- 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;
- Disposition of government property and equipment, including special nuclear material;
- Status of activities performed in accordance with the Contractor’s Records Management Close-Out;
- Status of the final invoice and any incurred cost audit; and
- 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-2). Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.

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.8.0 DELIVERABLES

See Section J, Attachment J-2 entitled “*List of Deliverables.*”

C.9.0 LIST OF EXHIBITS

Number	PWS Section	Title	Notes
C-1	C.1.4	Current Nuclear Regulatory Commission (NRC) License for Fort Saint Vrain (FSV) (SNM-2504)	
	C.3.1		
C-2C	C.1.4	FSV Safety Analysis Report	
	C.3.1		
C-3	C.1.4	FSV Physical Protection Plan	Exhibit C-3 will be provided to Contractor upon award.
	C.3.1		
	C.3.3.2		
C-4	C.1.4	FSV Technical Specifications Bases	
	C.3.1		
C-5	C.1.4	MCP 3191; NRC ISFSI Commitments Management	
	C.3.1		
	C.4.1		
C-6	C.1.4		

	C.4.1	Current NRC License for Three Mile Island-2 (TMI-2) (SNM-2508)	
C-7	C.1.4	TMI-2 Safety Analysis Report	
	C.4.1		
C-8	C.1.4	TMI-2 Physical Protection Plan	Exhibit C-8 will be provided to Contractor upon award.
	C.4.1		
	C.4.3		
C-9	C.1.4	TMI-2 Technical Specifications Bases	
	C.4.1		
C-10	C.1.4	PLN-4493; TMI-2 Aging Management Program	
	C.4.1		
C-11	C.1.4	Current NRC License for Idaho Spent Fuel Facility (ISFF) (SNM-2512)	
	C.5.0		
C-12	C.1.4	ISFF Safety Analysis Report	
	C.5.0		
C-13	C.5.0	ISFF Physical Protection Plan	Exhibit C-13 will be provided to Contractor upon award.
C-14	C.2.4	List of Mandatory Site Services	
C-15	C.3.2	LST-14; Independent Spent Fuel Storage Installation Comment Matrix	
	C.4.2		
C-16	C.3.2	LST-24; Conduct of Operations Conformance Matrix (NRC Regulated Facilities)	
	C.4.2		
C-17	C.3.2	LST-32; Commitments Matrices for the Physical Security Plan at FSV	Exhibit C-17 will be provided to Contractor upon award.
	C.4.2		
C-18	C.3.2	LST-125; TMI-2 Security Commitments Matrix List	Exhibit C-18 will be provided to Contractor upon award.
	C.4.2		
C-19	C.3.2	PRD-851; 10 CFR 851 Program Requirements Matrix	
	C.4.2		
C-20	C.3.2	PLN-466; Quality Assurance Program Plan ISFSI Management	
	C.4.2		
C-21	C.3.2.1	PLN-143; FSV Emergency Management Plan	

C-22	C.3.2.1	MOUs/IA with Local Emergency Management, Law Enforcement Agencies and Medical Facilities	
C-23	C.3.3	ISFSI Security Contingency Plan	Exhibit C-23 will be provided to Contractor upon award.
C-24	C.3.3.1	Security Training and Qualification Plan	Exhibit C-24 will be provided to Contractor upon award.
C-25	C.3.3.1	Security Lessons Plan(s)	Exhibit C-25 will be provided to Contractor upon award.
C-26	C.3.3.1	National Training Center Firearms Lesson Plans Tailored to FSV.	Exhibit C-26 will be provided to Contractor upon award.
C-27	C.3.4.1	Government Property – List of Government Furnished Property (GFP) at FSV	See procedures for obtaining this document at: <div data-bbox="1252 1171 1533 1402" style="border: 1px solid black; padding: 5px;"> https://www.emcb.c.doe.gov/SEB/NRC/Requesting%20Sensitive%20Data.php </div>
	C.6.4		
C-28	C.4.2	Listing of NRC Documents Applicable to ICP Core/INL	
C-29	C.4.2.1	PLN-3660; TMI-2 Independent Spent Fuel Storage Installation License Renewal	
C-30	C.4.2.1	TMI-2 License Application Development Status	
C-31	C.4.2.2	PLN-1610; TMI-2 Emergency Management Plan	

C-32	C.4.3	INL Site Security Plan	<p>See procedures for obtaining this document at:</p> <div style="border: 1px solid black; padding: 5px;"> <p>https://www.emcbc.doe.gov/SEB/NRC/Requesting%20Sensitive%20Data.php</p> </div>
C-33	C.6.4	Government Property – Real Property List	
C-34	C.6.4.5	Controlled Storage Inventory List 1	Includes spare parts located at both FSV and Idaho.
C-35	C.6.4.5	Controlled Storage Inventory List 2	Includes spare parts located at both FSV and Idaho.