

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE 06/08/2009	4. REQUISITION/PURCHASE REQ. NO. 09RW000147	5. PROJECT NO. (If applicable) QA:N/A
6. ISSUED BY RW US DEPARTMENT OF ENERGY OFFICE OF CIVILIAN RADIOACTIVE WASTE MGMT 1551 HILLSHIRE DRIVE LAS VEGAS NV 89134	CODE 02801	7. ADMINISTERED BY (If other than Item 6) RW US DEPARTMENT OF ENERGY OFFICE OF CIVILIAN RW MGMT 1551 HILLSHIRE DRIVE ATTN ROSA GÓMEZ-CONTRACT SPECIALIST LAS VEGAS NV 89134	CODE 02801
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) USA REPOSITORY SERVICES LLC ATTN ANTHONY S FOUNTAIN 720 PARK BLVD PO BOX 73 BOISE ID 837290001		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 827077079		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-RW0000005	
		10B. DATED (SEE ITEM 11) 03/31/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification by Mutual Agreement of the Parties.

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

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

Tax ID Number: 94-1381538

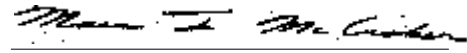
DUNS Number: 827077079

Subj to Retent: NO

The purpose of this modification is to update Part I Section H, Part II Section I, and Part III Section J, Appendices B, C, E, and J of the contract, as follows:

- Part I, Section H, Clause H.5 - Application of DOE Directives and Alternatives, is revised by removing any reference to DOE M 251.1-1A from
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc T. McCusker
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 06/08/2009

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-RW0000005/004PAGE OF  
2 3NAME OF OFFEROR OR CONTRACTOR  
USA REPOSITORY SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this clause.</p> <p>2. Part I, Section H, Clause H.13 - Contractor Acceptance of OCRWM Baseline Documentation, is deleted from the contract and marked "Reserved".</p> <p>3. Part I, Section H, Clause H.23 - Facilities Capital Cost of Money, is deleted from the contract and marked "Reserved".</p> <p>4. Part II, Section I, Clause I.152 970.5231-4 Preexisting Conditions (DEC 2000) Alternate I (DEC 2000), is deleted from the contract and marked "Reserved".</p> <p>5. Part III, Section J, Appendix B - Special Financial Institution Account Agreement, is revised to incorporate Modification No. 1 into Appendix B of the contract. Appendix B is replaced in its entirety with the revised Appendix B, included as Attachment 1 of this modification.</p> <p>6. This modification replaces in its entirety Part III, Section J, Appendix C - Small Business, Veteran-Owned Small Business, Service Disabled Veteran-Owned Small Business, Hub-Zone Small Business, Small Disadvantaged Business, and Woman-Owned Small Business Subcontracting Plan, with an approved copy of the plan. The approved Appendix C is included as Attachment 2 of this modification.</p> <p>7. Part III, Section J, Appendix E - List of Applicable Directives, is revised to update certain Directives as requested by the contractor; therefore Appendix E is revised in its entirety and included as Attachment 3 of this modification.</p> <p>8. This modification incorporates the Performance Evaluation and Measurement Plan (PEMP) for the period of April 1, 2009, through September 30, 2009, into Part III, Section J, Appendix J, of this contract. Appendix J is included as Attachment 4 of this modification.</p> <p>9. As a result of the above, Sections H, I, and J are revised accordingly.</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-RW0000005/004

PAGE	OF
3	3

NAME OF OFFEROR OR CONTRACTOR  
USA REPOSITORY SERVICES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total funds obligated and contract value remains unchanged at \$29,850,000, and \$1,606,464,986, consecutively.</p> <p>All other terms and conditions remain unchanged.</p> <p>The work under this contract should be conducted in accordance with the contractor's QA Program.</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p>				

**SECTION J**

**APPENDIX B**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

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**SPECIAL FINANCIAL INSTITUTION ACCOUNT**  
**AGREEMENT FOR USE WITH THE PAYMENTS CLEARED**  
**FINANCING ARRANGEMENT**

Agreement entered into this 29th day of January, 2009, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and USA Repository Services LLC, a limited liability company existing under the laws of the State of Delaware (hereinafter referred to as the Contractor) and U.S. Bank, a financial institution corporation existing under the laws of the State of Delaware, located at Reno, Nevada (hereinafter referred to as the Financial Institution).

**RECITALS**

- (a) On the effective date of October 30, 2008, DOE and the Contractor entered into Agreement(s) No. DE-AC28-09RW11003, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

This special demand deposit account must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated "USA Repository Services LLC (USA-RS) Account".

**COVENANTS**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

- (1) The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
- (2) The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the

Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at—

U.S. Department of Energy  
Office of Civilian Radioactive Waste Management  
Procurement Division  
1551 Hillshire Drive  
Las Vegas, NV 89134-6321

- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor's solicitation No. YMP-20, dated January 14, 2009. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

- (6) The Financial Institution shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect beginning on the 1<sup>st</sup> day of April, 2009, and ending on the 31<sup>st</sup> day of March, 2014.
- (8) DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the

other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- (11) In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding payments items presented for payment.

During the entire 90 day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the demand deposit account, less Federal Deposit Insurance Corporation coverage on the account.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement.
- (c) All terms and conditions of the bid submitted by the Financial Institution that are not inconsistent with the 90-day additional term shall remain in effect.
- (d) This Agreement shall continue in effect for the 90-day additional period, with exception of the following:
  - 1. Term Agreement (Covenant 7)
  - 2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.






NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Donald K. Murano, certify that I am the Vice President, General Counsel and Secretary of the corporation named as Contractor herein; that Stephen Piccolo, who signed this Agreement on behalf of the Contractor, was then Executive Vice President and Deputy General Manager of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

USA RS,

 January 29, 2009,

~~(Corporate Seal)~~ (Signature)

DONALD MURANO, SECRETARY TO BOARD OF MANAGERS  
NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Financial Institution herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Financial Institution, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal) (Signature)

U.S. Bank no longer uses a Corp seal.



**SPECIAL FINANCIAL INSTITUTION ACCOUNT  
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED  
FINANCING ARRANGEMENT**

**Modification No. 1**

This modification is entered into this 1<sup>st</sup> day of April, 2009, for the Special Financial Institution Account Agreement that was entered into the 29<sup>th</sup> day of January, 2009, between the UNITED STATES OF AMERICA, represented by the U.S. Department of Energy (hereinafter, referred to as "DOE"), and USA Repository Services LLC (hereinafter, referred to as the Contractor), and U.S. Bank (hereinafter, referred to as the Financial Institution).

This modification is issued to reflect the changed number of the Agreement entered between DOE and the Contractor on October 30, 2008. Under Recitals paragraph (a), delete the number "DE-AC28-09RW11003" and replace with the new number "DE-RW0000005". All other terms, conditions, and obligations of the original agreement remain unchanged and in effect.

IN WITNESS WHEREOF the parties hereby accept this modification, which consists of 3 pages, including the signature pages.

\_\_\_\_\_  
Date Signed

By Marc T. McCusker  
(Typed Name of Contracting Officer)

*Marc T. McCusker*  
(Signature of Contracting Officer)

WITNESS

\_\_\_\_\_  
(Typed Name of Witness)

USA Repository Services LLC  
(Typed Name of Contractor)

\_\_\_\_\_  
(Signature of Witness)

By Stephen Piccolo  
(Name of Contractor's Representative)

Note: In the case of a corporation, a witness is not required.

*SP*  
Signature of Contractor's Representative)

Executive VP and Deputy General Mngr.  
(Title)

1160 N. Town Center Dr.  
Las Vegas, NV 89144  
(Address)

4-27-09  
(Date Signed)

\_\_\_\_\_  
(Typed Name of Witness)

Patricia Jones  
(Name of Financial Institution Representative)

*Patricia Jones*  
(Signature of Financial Institution's Representative)

\_\_\_\_\_  
(Signature of Witness)

Note: In the case of a corporation, a witness is not required.

Vice President / Relationship Manager  
(Title)

One East Liberty, 2<sup>nd</sup> Floor  
Reno, NV 89501  
(Address)

5-1-09  
(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Donald K. Murano, certify that I am the Vice President, General Counsel and Secretary of the corporation named as Contractor herein; that Stephen Piccolo, who signed this Agreement on behalf of the Contractor, was then Executive Vice President and Deputy General Manager of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

  
\_\_\_\_\_  
~~(Corporate Seal)~~ (Signature)

NOTE

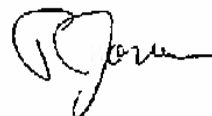
Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, PATRICIA JONES, certify that I am the \_\_\_\_\_ of the corporation named as Financial Institution herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Financial Institution, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

*U.S. Bank no longer uses a Corporate Seal*

\_\_\_\_\_  
(Corporate Seal) (Signature)



**SECTION J**

**APPENDIX C**

**SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE  
DISABLED VETERAN-OWNED SMALL BUSINESS, HUB-ZONE SMALL  
BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMAN-OWNED  
SMALL BUSINESS SUBCONTRACTING PLAN**

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## SECTION J

### APPENDIX C

#### **SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS, HUB-ZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN**

The following, together with attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of FAR 52.219-9, Small Business Subcontracting Plan (JUL 2005) – Alternate II (OCT 2001).

This USA Repository Services LLC (USA-RS) Small Business (SB) Subcontracting Plan promotes, develops, and implements aggressive subcontracting with SB Concerns, Small Disadvantaged Business Concerns (SDB), HUBZone Small Business Concerns (HZSB), Women-owned Small Business Concerns (WOSB), Veteran-owned and Service-disabled Veteran-owned Small Business Concerns (VO/VOSB). This SB Subcontracting Plan provides for dollar and percentage goals to maximize opportunities for SBs to apply their expertise in meaningful ways in the management and delivery of varied and complex work under the YMP. This plan has been integrated into our Yucca Mountain Project (YMP) baseline and incorporates key accountability measures to ensure the Plan is implemented and regularly monitored at a senior management level by Doug Cooper, the YMP General Manager. The member companies of USA-RS have had extensive experience in working with SBs on major DOE projects similar in size, scope, and complexity to the YMP. In addition, these member companies have a long-standing successful track record of developing and mentoring SBs dating back to the first DOE Mentor-Protégé program in 1994. We have been recognized for project-specific and national small business achievements, and will continually strive to exceed federally established requirements for socioeconomic programs and SB development.

One of our management principles, and a key element in our strategy for safe and compliant delivery of the Statement of Work (SOW), is the integration of SB performance into the YMP baseline. We identified a large share of meaningful, varied, and complex SB performance of YMP work into the baseline, thereby enhancing YMP execution and facilitating SB development. Our SB subcontracting approach is integrated with the local/regional/national community, increases our flexibility in meeting project milestones, is cost effective, helps strengthen the local economy, and creates new business opportunities, both immediately and for the longer term.

We accomplish these goals through management accountability. Each line manager is personally accountable for using SBs within their area of responsibility. This is accomplished by integrating SB goals and targets into the performance metrics for each area within the YMP and measuring the individual manager's performance against the criteria. The goals outlined in this SB Subcontracting Plan were developed with each of the line manager's sub-Criterion level and supported by our estimating process. Each line manager's SB performance metrics are tracked monthly and reported to the General Manager.

USA-RS will maximize opportunities for qualified SBs to compete for and furnish materials and services required for the execution of the YMP scope. We accomplish this by evaluating SB capabilities against specific meaningful work that has been identified for subcontracting, as well as through award of specific SB set-aside subcontracts for goods and services for which there are a large number of capable SBs. USA-RS has already pre-qualified numerous SBs for specific SOW scope areas, as summarized in Item 2.H in our small business plan.



We will continue to update and maintain this database as more qualified SBs are identified, and share this SB source data with our large business subcontractors to enhance increased opportunities for known, qualified SB firms. Where practical, USA-RS will “unbundle” proposed acquisitions of supplies and services into reasonably-sized lots, thereby permitting additional SB opportunities, where appropriate.



**Small Business, Veteran-owned Small Business, Service Disabled Veteran-owned Small Business, HUBZone Small Business, Small Disadvantaged Business, and Woman-owned Small Business Subcontracting Plan**

Date: July 24, 2008

Contractor: USA Repository Services LLC

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

Solicitation Number: DE-RP28-08RW11003

Item/Service: Management and Operations Contractor Support of the Yucca Mountain Project

Total Amount of Contract (Including Options) per RFP, Section B.3(c): \$2,568,954,000

Period of Contract Performance:     Base Contract Period 4/1/09 – 3/31/14  
  Option Year Periods: 4/1/14 – 3/31/19

1. Type of Plan (check one)

Individual Contract Plan - Individual Contract Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master Plan - Master Plan means a subcontracting plan that contains all of the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Commercial Plan - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). The contractor must provide a copy of the approved plan. **NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.**

2. Goals

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for each year of the contract, as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is \$513,790,000.
- B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):  
\$308,274,480 and %60
- C. Total estimated dollar value and percent of planned subcontracting with service-disabled/veteran-owned small businesses (% of "A"):  
\$15,413,724 and %3
- D. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):  
\$15,413,724 and %3
- E. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):  
\$25,689,540 and %5
- F. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):  
\$25,689,540 and %5
- G. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A")

\$205,516,000 and %40

- H. Provide a description of the principal types of supplies and services to be subcontracted under this contract, and an indication of the types planned for subcontracting to (i.e., small business (SB), veteran/owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB)).

<b>Subcontracted Supplies and Services</b>									
<b>Contract Line Items</b>	<b>L- Section</b>	<b>Small Business (General)</b>	<b>Mentor Protégés</b>	<b>SDB</b>	<b>WOSB</b>	<b>HZSB</b>	<b>VOSB</b>	<b>SDVOB</b>	<b>Large Business (LB)</b>
3.0 Management Work Scope	1								
3.1 General	1.a, 1.b								
3.2 Transition Activities	1.f	✓		✓			✓		✓
3.3 Management	1	✓	✓						
3.4 Project Management Planning	1.a, 1.b								
3.5 Project Control System	1.d	✓	✓	✓	✓				
3.6 Project Control Schedule and Baseline Management	1.d	✓		✓		✓			
3.7 Project Management Execution	1.a								
3.8 Management and Update of CD Documentation	1.d	✓	✓		✓	✓		✓	
3.9 Configuration Management	1.e	✓	✓		✓				✓
3.10 Business and Mission Support Activities	1.c	✓							✓
3.10.2 Procurement and Subcontracting	1.c								
3.10.3 Financial Management	1.d								
3.10.4 Human Resources	1.d								
3.10.5 Quality Assurance	1.d	✓							
3.10.6 Safeguards and Security	1.d	✓			✓				✓
3.10.7 Performance Assurance	1.d	✓							
3.10.8 Corrective Action Program	1.d	✓	✓			✓	✓	✓	
3.10.9 ES&H	1.d	✓	✓	✓	✓	✓		✓	
3.10.10 Compliance Reporting	1.d	✓	✓			✓	✓	✓	
3.10.11 Employee Concerns Program	1.d								
3.10.12 Differing Professional Opinion	1.d	✓	✓		✓				✓
3.10.13 Safety Conscious Work Environment	1.d								
3.10.14 Business – Related Legal	1.d								
3.10.15 Public Information, Community Coordination/Support	1.d	✓	✓		✓				✓
3.10.16 Other Administrative Services	1.d	✓	✓		✓				
4.0 License Defense and LA Update	2								
4.3 License Defense	2.a								
4.3.1 General Support	2.b	✓	✓	✓	✓				✓
4.4 LA Update and Amendment	2.b	✓			✓				✓
4.4.1 SAR Revisions	2.b	✓	✓	✓	✓				✓
4.4.2 NRC RAIs	2.a	✓	✓	✓	✓				✓
4.4.3 LA Updates	2.a	✓	✓	✓	✓				✓
4.4.4 Management Plan	2.a								
4.4.5 Licensing Proceedings	2.a	✓	✓	✓	✓				✓
4.4.6 OCRWM Support	2.b	✓	✓	✓	✓				✓
4.4.7 LA Update Preparation	2.b	✓	✓	✓	✓				

<b>Subcontracted Supplies and Services</b>									
<b>Contract Line Items</b>	<b>L- Section</b>	<b>Small Business (General)</b>	<b>Mentor Protégés</b>	<b>SDB</b>	<b>WOSB</b>	<b>HZSB</b>	<b>VOSB</b>	<b>SDVOSB</b>	<b>Large Business (LB)</b>
4.4.8 LA Production	2.b	✓	✓	✓	✓				
4.4.9 Regulatory Filing and Distribution	2.b	✓	✓	✓	✓				
4.5 License Application Plans and Committed Information	2.b								
4.5.1 Physical Protection Plan	2.b	✓						✓	✓
4.5.2 Material Control and Accounting Plan	2.b	✓						✓	
4.5.3 License Specifications	2.b	✓	✓	✓	✓				✓
4.5.4 Emergency Preparedness Plan	2.b	✓	✓	✓					✓
4.5.5 Operational Radiation Protection Program	2.b	✓	✓	✓			✓	✓	
4.5.6 Start-up and Testing Program	2.b	✓	✓	✓					✓
4.6 License Application Configuration Control	2	✓	✓	✓	✓				✓
4.6.1 Screening	2	✓	✓	✓	✓				
4.6.2 Formal Review Process	2	✓	✓	✓	✓	✓			
4.6.3 Reporting	2	✓	✓	✓	✓	✓			
4.7 Miscellaneous Licensing Support	2	✓	✓	✓	✓	✓			
4.7.1 Technical Input for Open Items	2	✓	✓	✓	✓				
4.7.2 Provide Materials	2	✓	✓	✓	✓	✓			
4.7.3 Licensing Support Office in Bethesda, Maryland	2	✓	✓	✓	✓	✓			
4.7.4 Technical and Legal Support during Adjudicatory Process	2	✓	✓	✓	✓				✓
5.0 Repository Design	3, 3.a								
5.1 Initial Operating Capability Design	3.a								
5.2.1.A Canister Receipt and Closure Facility	3.a								
5.2.1.B Wet Handling Facility	3.a								
5.2.1.C Initial handling Facility	3.a								
5.2.1.D Aging Pad	3.a	✓	✓						
5.2.1.E Waste package and Emplacement Pallet	3.a								
5.2.1.F Low-Level Waste Facility	3.a	✓	✓	✓		✓	✓	✓	
5.2.1.G Heavy Equipment Maintenance Facility	3.a	✓	✓	✓		✓	✓	✓	
5.2.1.H Cask Receipt Security Station	3.a	✓							✓
5.2.1.I Warehouse and Non-nuclear Receipt Facility	3.a	✓	✓	✓		✓	✓	✓	
5.2.1.J Central Control Center Facility	3.a								✓
5.2.1.K Emergency Diesel Generator Facility	3.a	✓	✓	✓		✓	✓	✓	
5.2.1 Standby Diesel Generator Facility	3.a	✓	✓	✓		✓	✓	✓	
5.2.1.M Utilities Facility	3.a	✓	✓	✓					
5.2.1.N Subsurface Emplacement Area Panel 1	3.a								
5.2.1.O Performance Confirmation Program Underground Seepage Alcoves	3.a								
5.2.1.P Performance Confirmation Program underground Observation Drift and Alcove	3.b								
5.2.2 Support Utilities	3.b	✓	✓	✓		✓	✓	✓	
5.2.2.A Potable and Raw Water Systems	3.b	✓	✓	✓		✓	✓	✓	
5.2.2.B Sanitary Waste Collection System	3.b	✓	✓	✓		✓	✓	✓	
5.2.2.C Electrical Power Distribution System	3.b	✓	✓	✓		✓	✓	✓	✓
5.2.2.D Fire-Water System	3.b	✓	✓	✓		✓	✓	✓	✓
5.2.2.E Storm Water Collection System	3.b	✓	✓	✓		✓	✓	✓	
5.2.2.F Site Roads	3.b	✓	✓	✓		✓	✓	✓	

<b>Subcontracted Supplies and Services</b>									
<b>Contract Line Items</b>	<b>L- Section</b>	<b>Small Business (General)</b>	<b>Mentor Protégés</b>	<b>SDB</b>	<b>WOSB</b>	<b>HZSB</b>	<b>VOSB</b>	<b>SDVOSB</b>	<b>Large Business (LB)</b>
5.2.2.G Site Access Roads	3.b								
5.2.2.H Truck and Rail Staging Yards	3.b	✓	✓	✓					
5.2.3 IOC Balance of Plant	3.b								
5.2.3.A Administration Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.B Fire, Rescue, and Medical Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.C Administration Security Stations	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.D Warehouse and Central Receiving Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.E Vehicle Maintenance and Motor Pool Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.F Diesel Fuel Oil Storage	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.G Materials Storage Yard	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.H Craft Maintenance Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.I Equipment and yard Storage	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.J Data Collection Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.K Calibration, Maintenance and Repair Facility	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.L Perimeter Intruder Detection and Security System	3.b								
5.2.3.M Monitoring Sites	3.b	✓	✓	✓		✓	✓	✓	
5.2.3.N Other Site Facilities and Features	3.b	✓	✓	✓		✓	✓	✓	
5.2.4 Additional Facilities – OCRWM Direction	3.b								
5.2.4.A Gate 510 Security Station	3.b								
5.2.4.B Visitor Center	3.b								
5.2.4.C Training Center	3.b								
5.2.4 D Sample Management Facility	3.b								
5.3 Full Operating Capability Design	3.b								
5.3.1 CRCF-2	3.b								
5.3.2 CRCF-3	3.b								
5.3.3 Receipt Facility	3.b								
5.3.4 North perimeter Security Station	3.b								
5.3.5 Aging Pad	3.b	✓	✓						
5.3.6 Underground Emplacement Panel 2	3.b								
5.3.7 Underground Emplacement Panel 3	3.b								
5.3.8 Underground Emplacement Panel 4	3.b								
5.4 Design Detail and Products	3.b					✓			
5.4.1 Preliminary Design	3.b								
5.4.2 Detailed Design	3.b								
5.4.3 Interface with Nevada Rail Line	3.b								
5.4.4 Interface with TAD Canister Design	3.b								
5.4.5 Interface with Transportation Cask Design	3.b	✓	✓	✓	✓	✓	✓	✓	
5.4.6 Interface OCRWM Direct Contracts	3.b	✓	✓	✓	✓	✓	✓	✓	
5.4.7 Constructability	3.b	✓	✓	✓	✓	✓	✓	✓	✓
5.4.8 Operability	3.b	✓	✓	✓	✓	✓	✓	✓	✓
5.4.9 Integrated Logistics – Maintainability	3.b	✓	✓	✓	✓	✓	✓	✓	
5.4.10 LEED Certification	3.b	✓	✓	✓					
5.4.11 Submittal to Projects Record Center	3.b	✓	✓	✓	✓	✓	✓	✓	
5.5 Construction Performance Specifications/Bid Docs	3.b	✓	✓			✓	✓	✓	
5.5.1 CRCF-1	3.b								

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5.5.2 WHF	3.b								
5.5.3 IHF	3.b								
5.5.4 Aging Pad (17P and 17R)	3.b								
5.5.5 IOC and FOC Support Facilities	3.b								
5.5.6 RF	3.b								
5.5.7 CRCF-2	3.b								
5.5.8 CRCF-3	3.b								
5.5.9 IOC and FOC Balance of Plant Facilities	3.b	✓	✓			✓	✓	✓	
5.5.10 Subsurface Panel 1, Panel 2, Intake and Exhaust Shafts, and Performance Confirmation Drift, Plus Support Systems and Structures	3.b								✓
5.5.11 18-Foot Diameter TBM	3.b								✓
5.5.12 Second 18-Foot Diameter TBM	3.b								✓
5.5.13 25-Foot Diameter TBM	3.b								✓
5.6 Construction Final Design/Release for Construction	3.b								
5.7 Systems Engineering and Integration	3.b								
6.0 Preclosure Safety Analysis	3.c	✓	✓	✓	✓				
6.1 General	3.c	✓	✓	✓	✓				
6.2 Preclosure Safety Analysis Process	3.c	✓	✓	✓	✓				
6.3 Event Sequence Identification	3.c	✓	✓	✓	✓				
6.4 Categorization of Event Sequences	3.c	✓	✓	✓	✓				
6.5 Dose Consequences for Credible Event Sequences	3.c	✓	✓	✓	✓				
6.6 Identification of ITS SSCs	3.c	✓	✓	✓	✓				
6.7 Definition of Important to Safety	3.c	✓	✓	✓	✓				
6.8 Classification of ITS SSCs	3.c	✓	✓	✓	✓				
6.9 Development of Nuclear Safety Design Basis	3.c	✓	✓	✓	✓				
6.10 Design Safety Basis for ITS SSCs	3.c	✓	✓	✓	✓				
6.11 License Specification Development for ITS SSCS	3.c	✓	✓	✓	✓				
6.12 Preclosure Safety Analysis Methodology	3.c	✓	✓	✓	✓				
6.12.1 Repository Facilities (Structures)	3.c	✓	✓	✓	✓				
6.12.2 Repository Systems	3.c	✓	✓	✓	✓				
7.0 Long-Lead/Specialized Equipment Procurements and Prototypes	3.d	✓	✓	✓		✓	✓	✓	✓
7.1 Waste Package Fabrication and Prototypes	3.d	✓							✓
7.2 Waste Package Emplacement Pallet Fabrication and Prototypes	3.d	✓	✓	✓		✓	✓	✓	
7.3 Waste Package Closure Systems	3.d								✓
7.4 Transport and Emplacement Vehicle	3.d	✓							✓
7.5 Site Transporter	3.d	✓							✓
7.6 Waste package Transfer Trolley	3.d	✓							
7.7 Cask Transfer Trolley	3.d	✓							
7.8 Canister Transfer Machine	3.d	✓							
7.9 Spent Fuel Transfer Machine	3.d								✓
7.10 DPC and TAD Aging Overpacks	3.d	✓	✓	✓					
7.11 Horizontal Aging Modules	3.d	✓							✓
7.12 Shielded Transfer Cask	3.d	✓							✓

<b>Subcontracted Supplies and Services</b>									
<b>Contract Line Items</b>	<b>L- Section</b>	<b>Small Business (General)</b>	<b>Mentor Protégés</b>	<b>SDB</b>	<b>WOSB</b>	<b>HZSB</b>	<b>VOSB</b>	<b>SDVOSB</b>	<b>Large Business (LB)</b>
7.13 Cask Tractor and Transfer Trailer	3.d	✓	✓	✓					
7.14 Transport, Aging and Disposal Containers	3.d	✓							✓
7.15 Other Equipment and Materials	3.d	✓	✓	✓		✓	✓	✓	
8.0 Site Maintenance and Pre-Construction Activities	4								
8.1 General	4	✓	✓	✓	✓	✓	✓	✓	
8.2 Current Site Operations	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3 Site Operations Requirements	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.1 ESF Operations	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.2 Implement Site Access	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.3 Routine, Preventative, and Reactive Maintenance Repair to ESF SSCs	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.4 Design and Install System Upgrades to Existing ESF and Site	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.5 Voice, Video, and Radio Communication Systems	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.6 Maintain Configuration Control for ESF Temporary As-Constructed Systems	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.7 Utilize Work Control and Authorization System	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.8 Manage and Control Real and Personal Property	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.9 Maintain Master Equipment List	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.10 Provide Janitorial, Waste Management, and Disposal Services	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.11 Coordinate Provision of Services by NNSA's NTS and Respective Contractor	4.a	✓	✓	✓	✓	✓	✓	✓	
8.3.12 Manage, Coordinate and Implement Incident, Occurrence and other DOE-Required Reporting Systems	4.a								
8.3.13 Develop and Implement a Turnover Process that will Support Turnover of ESF to OCRWM Construction Contractor	4.a								
8.3.14 Develop and Implement Training Programs as Required by Field Activities	4.a	✓		✓					
8.3.15 Manage, Track, and Maintain the Light and Heavy-Duty Vehicle Fleet	4.a	✓	✓	✓	✓				
8.3.16 Manage, Track, and Maintain, and Appropriately Store and Dispose Regulated and Hazardous Materials	4.a	✓	✓	✓	✓				
8.3.17 Maintain ES&H and Quality Programs Supporting OCRWM Field Activities	4.a	✓	✓	✓	✓				
8.3.18 Support Lead Laboratory and Design Field Testing and Data Collection Activities	4.a	✓	✓	✓	✓				✓
8.3.19 Support Public Outreach Tours	4.a	✓							
8.3.20 Oversee and Management M&O Site Personnel, including Craft labor	4.a								
9.0 Construction Mobilization	4.b								
9.1 General	4.b	✓	✓	✓	✓	✓	✓	✓	
9.2 Construction Mobilization Activities	4.b								
9.2.1 Requirements of M&O Construction	4.b								



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9.2.2 Requirements for Construction Mobilization Strategy	4.b								
9.3 M&O Developed Facilities and Features	4.b								
9.3.1 Lower Muck Yard	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.2 Roads	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.3 Power	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.4 Water	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.5 Communications	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.6 Concrete Batch Plant Facility	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.7 Aggregate Sources	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.8 Material Receipt and Laydown Yards	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.9 Explosives Control Area	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.10 Waste and Hazardous Material Management and Sanitary Sewer Systems	4.b	✓	✓	✓	✓	✓	✓	✓	
9.3.11 Security Fencing	4.b	✓	✓	✓	✓	✓	✓	✓	
9.4 OCRWM Developed Facilities and Features	4.b	✓	✓	✓	✓	✓	✓	✓	
9.4.1 Offsite Prime Power	4.b								
9.4.2 Site Access Road	4.b								
9.4.3 Crest Road	4.b								
9.4.5 Gate 510	4.b	✓							
10.0 Construction Management Support	4.c								
10.1 General	4.c	✓	✓	✓	✓	✓	✓	✓	
10.2 Site Construction Management	4.c								
10.3 Performance Confirmation Program Support	4.c								
10.4 Construction Oversight Plan	4.c								
10.5 Construction Inspection Services	4.c	✓	✓	✓	✓	✓	✓	✓	
10.6 Consolidated Construction Status Report	4.c								
10.7 Other Construction Reports	4.c								
10.8 Construction Review Participation	4.c	✓	✓	✓	✓	✓	✓	✓	
10.9 Labor Relations Support	4.c	✓	✓	✓	✓	✓	✓	✓	
11.0 Construction Support Operations	4.c								
11.1 General	4.c	✓	✓	✓	✓	✓	✓	✓	
11.2 Support Services	4.c	✓	✓	✓	✓	✓	✓	✓	
11.3 Fleet maintenance Capability	4.c	✓	✓	✓	✓	✓	✓	✓	
11.4 Construction Material Services	4.c	✓	✓	✓	✓	✓	✓	✓	
11.4.1 Batch Plant Facility Operation	4.c	✓	✓	✓	✓	✓	✓	✓	
11.4.2 Aggregate Sources	4.c	✓	✓	✓	✓	✓	✓	✓	
12.0 Repository Operations	4.c								
12.1 Support OCRWM and OCRWM Repository Operations Contractor in Development of CD-4 Documentation	4.c	✓	✓	✓		✓	✓	✓	
12.2 Prepare Initial Set of Operational Procedures for All Facilities within Scope of Contract	4.c	✓	✓	✓		✓	✓	✓	
12.3 Perform Overall Cold Startup and Isolated Throughput Testing of Each Facility	4.c	✓	✓	✓		✓	✓	✓	
13.0 Offsite Support Facilities and Operations	4.c								
13.1 General	4.c								



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13.2 Offsite support Facility Strategy Development	4.c	✓	✓	✓					
13.2.1 Identification of Options for Offsite Housing for Construction of the Repository	4.c	✓	✓		✓				
13.2.2 Identify and Coordinate Location of Offsite Material Staging Yards to Support Construction	4.c	✓	✓	✓		✓	✓	✓	
13.2.3 Develop Strategies and Coordinate with OCRWM and Nye County for Other Offsite Facilities	4.c	✓							
14.0 Other Offsite Work Locations	4.c	✓	✓		✓				
15.0 OCRWM Headquarters Support	4.c								✓
15.1 Provide Support in Budget Development and Presentation	4.c	✓	✓		✓				✓
15.2 Support for Response to Congressional and OCRWM Requests	4.c	✓	✓		✓				✓
15.3 Support policy Development	4.c	✓	✓		✓				✓
15.4 Support in Communications with Participants in the Nuclear Waste Generation Through Disposal Process	4.c	✓	✓		✓				✓
15.5 Support in the Analysis of Policy Issues	4.c	✓	✓		✓				✓
15.6 Support in Licensing Strategy Development	4.c	✓	✓		✓				
15.7 Support in Maintenance of TSLCC Estimate	4.c	✓							
15.8 Support in Processing and Verification of Utility Fee Payment Data and Develop Quarterly Revenue Projections	4.c								
15.9 Support for TAD Development	4.c	✓							✓
15.10 Support for Waste Acceptance Functions	4.c								
16.0 Transportation Program Support	4.c	✓							✓
16.1 Nevada Rail Line Project	4.c	✓		✓					✓
16.1.1 Develop Design and Perform all Route Characterization Activities	4.c	✓		✓					
16.1.2 Perform CM Support Services	4.c	✓		✓					✓
16.2 National Transportation project	4.c	✓		✓					
16.2.1 Cask Fleet	4.c	✓		✓					✓
16.2.2 Rolling Stock and Rail Equipment Fleet	4.c	✓		✓					✓

- I. A description of the method used to develop the subcontracting goals for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small

business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns were determined --include any source lists used in the determination process). Similarities of new project work to work performed and work subcontracted in recent years along with actual performance information for the past 5 years

- Planned participation of small businesses used in the past
- Planned participation of our team member protégé companies
- Team member existing supplier performance systems and corporate resources for identifying additional small businesses
- Federal Government Central Contractor Registration (CCR) Dynamic Small Business search database of small businesses in the greater Las Vegas area
- State and regional SBA resources
- Regional minority purchasing councils' listings for SDB entities in the Las Vegas area
- Veteran service organizations
- Trade associations for small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB entities
- Dun & Bradstreet procurement planning directory.

In addition, USA-RS intends to conduct set-asides under the Small Business program, under the 8(a) Pilot Program, with HUBZone firms and with VOSB, SDVOSB under Section 308 of the Veteran Benefit Act of 2003, where feasible and appropriate, to facilitate participation by small businesses. The authority to award directly to qualified 8(a) firms on a non-competitive basis or with competition among 8(a) firms has been very successful, and USA-RS will also use this approach.

J. Indirect costs have been have not been  included in establishing the dollar and percentage subcontracting goals stated above. (check one)

K. NA

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: Tony Fountain

Title/Position: Senior Vice President, Operations

Address: 2131 S. Centennial Ave, Aiken, SC 29803

Telephone: 803-502-9910

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are included on the services they are capable of providing;
- B. Developing and maintaining bidder's lists of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns within State Purchasing laws and regulations;
- E. Make arrangements for the utilization of various sources for the identification of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB), concerns such as ccr.gov Dynamic Small Business Search system, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, Women Business Enterprise Council Vendor Information Service, and the facilities of local small business, small disadvantaged business (minority), women associations, and contact with Federal agencies' Small Business Program Managers;
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Small Business Opportunity Workshops, Minority and Women Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;
- H. Ensure small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
  - K. Preparing, and submitting timely, required subcontract reports;
  - L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
  - M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns participation, where possible.
  - N. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns.
  - O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
  - P. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity (if applicable).
  - Q. Other duties - NA
4. Equitable Opportunity
- The contractor agrees to ensure that small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:
- A. Outreach efforts to obtain sources:
    - (i) Contacting small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations (to the extent known, identify specific small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations).
    - (ii) Contacting small business development organizations (to the extent known, identify specific small business development organizations).
    - (iii) Attending small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) procurement conferences and

- trade fairs (to the extent known, identify specific procurement conferences and trade fairs and dates).
- (iv) Potential sources will be requested from SBA's ccr.gov Dynamic Small Business Search system and other electronic medium.
  - (v) Utilizing newspaper and magazine ads to encourage new sources.
- B. Internal efforts to guide and encourage purchasing personnel:
- (i) Presenting workshops, seminars, and training programs;
  - (ii) Establishing, maintaining, and using small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) source lists, guides, and other data for soliciting subcontracts; and
  - (iii) Monitoring activities to evaluate compliance with the subcontracting plan.
- C. Additional efforts:
- Requesting sources from the SBA's ccr.gov Dynamic Small Business Search system and other electronic medium
  - Participating in other efforts or activities to expand the socioeconomic database for this contract
  - Utilizing book references, catalogs, source lists, or other reference material to identify small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB sources before the acquisitions are placed by the buying activities
  - Sponsoring, or in conjunction with a local small business organization co-sponsoring, a small business conference targeting local small and minority businesses every two years
  - Responding either verbally or in writing to each request received from firms that desire an opportunity to compete for purchase order/subcontract business
  - Maintaining computerized list of small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB within the procurement system supplier database
  - Posting written solicitations on USA-RS's website to maximize exposure to small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB
  - Synopsizing procurements, when appropriate, in the Federal Business Opportunities (FedBizOpps) to locate additional qualified small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB for participation
  - Requiring each purchasing manager and buyer to participate in as least one small business event each year



- Requiring key management personnel to seek leadership positions with local small business organizations
- Contributing resources and actively participating in local small business and minority organizations.
- Purchasing management procedures will require that all requirements under \$10,000 be set aside for small business unless a single-source justification is approved by the buyer
- The program administrator will review purchase requisitions over \$50,000 that fail to identify a potential small business. The administrator will add small business, SDB, WOSB, VOSB, SDVOSB and HUBZone SB as potential sources for buyer consideration and will consult with DOE's small business representatives when additional assistance is required
- Including the clause: "Utilization of Small Business Concerns" on each purchase order/subcontract action \$100,000 and above placed in furtherance of the contract
- Communicating lessons learned to develop the capabilities and quality of services provided by small business suppliers and subcontractors currently working at Hanford
- Selecting and qualifying small business concerns to perform specific scopes of work
- Implementing an ongoing in-reach program that provides small business access and exposure to key project planners and managers
- Developing a comprehensive small business source list, that includes past performance that is easily accessible and useful to acquisition personnel
- Conducting internal workshops, seminars, and training programs to ensure that internal customers and acquisition personnel are acquainted with our policies and prime contract requirements.
- USA-RS will identify and participate in outreach events and will keep a tally list by fiscal year including:
  - DOE Annual Small Business Conference
  - Regional shows sponsored by the SBA, Las Vegas Business Partnership and other organizations.

5. Flow-Down clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (See FAR 19.708 (b)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting

plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

## 6. Reporting and Cooperation

USA-RS agrees to (1) cooperate in any studies or surveys as may be required by DOE or other state or federal agencies; (2) submit periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294, 295, and if applicable, OF-312.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 – Mar 31	SF-294	04/30
Apr 1 – Sep 30	SF-294	10/30
Oct 1 – Sep 30	SF-295	10/30
Oct 1 – Sep 30	OF-312	10/30

## 7. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using the ccr.gov Dynamic Small Business Search system as its primary source for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns, list the nAMES of guides and other electronic data systems identifying such vendors;
- B. Organizations contacted in an attempt to locate small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled/veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not,



why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business, veteran-owned small business, service-disabled/veteran-owned small business, small disadvantaged business, women-owned small business, or HUBZone small business concerns to receive the subcontract award;

- D. Records to support other outreach efforts, e.g., contacts with small disadvantaged business (minority), small business, veteran-owned small business, service-disabled/veteran-owned small business, women-owned small business, HUBZone small business trade associations, attendance at small business, small disadvantaged business (minority), service disabled and veteran-owned small business, women-owned small business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. **(This item is not required for company or division-wide commercial plans.)**
- G. Additional records:
  - USA-RS's procurement and contract management database system.

#### 8. Procurement And Contract Management Systems

In order to effectively implement this plan to the extent consistent with efficient contract performance, USA-RS will perform the following functions which are consistent with its procurement and contract management system:

- A. Assist Small Business Concerns, Small Disadvantaged Business Concerns, Women-owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-owned and Service-disabled Veteran-owned Small Business Concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the list of Small Business Concerns and Small Disadvantaged Business Concerns, Women-owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-owned and Service-disabled Veteran-owned Small Business Concerns are excessively long, reasonable effort will be made to give all such small business concerns an opportunity to compete over a period of time.
- B. Provide adequate and timely consideration of the potentialities of Small Business Concerns, Small Disadvantaged Business Concerns, Women-owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-owned and Service-disabled Veteran-owned Small Business Concerns in "make-or-buy" decisions.
- C. Counsel and discuss subcontracting opportunities with representatives of Small Business Concerns, Small Disadvantaged Business Concerns, Women-owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-owned and Service-disabled Veteran-owned Small Business Concerns.

- D. Confirm that a subcontractor representing itself as a HUBZone Small Business Concern is identified as a certified HUBZone Small Business Concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
- E. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as Small Business Concerns, Small Disadvantaged Business Concerns, Women-owned Small Business Concerns, HUBZone Small Business Concerns, Veteran-owned and Service-disabled Veteran-owned Small Business Concerns for the purpose of obtaining a subcontract that is to be included as part of or all of a goal contained in the subcontracting plan.

9. Mentor-Protege Program


USA-RS is committed to the meaningful participation of small businesses on this contract. We are very supportive of DOE's and the Small Business Administration's (SBA) mentor-protégé programs. Therefore, central to our approach to achieving our small business subcontractor targets, we will actively involve the protégés of our parent companies as well as the parent companies of our major subcontractors, Shaw and AREVA. In addition, within the first 60 days following contract award, USA-RS plans on entering into DOE-sponsored mentor-protégé agreements with four businesses as shown below and are exclusive to USA-RS. In addition, we have included a copy of the mentor-protégé agreement that we have executed with each Protégé as evidence of commitment, knowledge and support of the DOE Mentor-Protégé application process. All of these protégés are listed below along with their mentor affiliation.



<b>YMP Identified Protégés and Existing Parent Protégés</b>			
<b>Protégés</b>	<b>Affiliation</b>	<b>SB Type</b>	<b>Capability</b>
<b>YMP Designated Protégés</b>			
Columbia Engineers and Constructors, Inc.	USA-RS	VOSB	Engineering, performance assessment, ESH&Q, construction management, and equipment fabrication
Image Associates, Inc.	USA-RS	WOSB	Communications and community outreach
JanTec, Inc.	USA-RS	WOSB	Facility O&M, logistics and supplies, environmental reporting and administrative
Link Technologies, Inc.	USA-RS	8(a), SDB	Systems integration, software development, engineering, and project controls
<b>Existing Parent Protégés</b>			
Terranear PMC, Inc.	URS WD	8(a), SDB	Environmental remediation and compliance, radiological waste management, design and construction management
EMAX Laboratories	Shaw	WOSB, SDB	Comprehensive environmental laboratory services
Gram, Inc.	Shaw	SDB	Environmental permitting and remediation, waste management, risk assessment, modeling, and GIS
Cavanaugh Services Group	AREVA	8(a), SDB	Project management and transportation services for radioactive, hazardous and industrial disposal
Porter House	AREVA	8(a), VOSB	Project management, environmental, waste management, radiation protection, and training



This subcontracting plan was submitted by:

Signed:   
\_\_\_\_\_  
Typed Name: Doug Cooper  
\_\_\_\_\_  
Title: General Manager  
\_\_\_\_\_  
Date Prepared: July 21, 2008  
\_\_\_\_\_  
Phone No.: 225-200-0183  
\_\_\_\_\_

Approved:  
Agency: U. S. Department of Energy  
\_\_\_\_\_  
Typed Name: Marc T. McCusker  
\_\_\_\_\_  
Title: Contracting Officer  
\_\_\_\_\_  
Date Prepared: March 31, 2009  
\_\_\_\_\_  
Phone No.: 702-794-5514  
\_\_\_\_\_

**SECTION J**

**APPENDIX E**

**LIST OF APPLICABLE DIRECTIVES**

Pursuant to the contract clause entitled, “Laws, Regulations, and DOE Directives,” the following list of directives is applicable to this contract.

**List A**

Pursuant to the contract clause entitled, “Laws, Regulations, and DOE Directives,” the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations, unless relief has been granted in writing by the appropriate regulatory agency. Omission of any applicable law or regulation from this list does not affect the obligation of the contractor to comply with such law or regulation.

<b>Laws &amp; Regulations</b>	<b>Title</b>
10 CFR Part 2	Rules of Practice for Domestic Licensing Proceedings and Issuance of Orders
10 CFR Part 20	Standards of Protection Against Radiation
10 CFR Part 21	Reporting of Defects and Noncompliance
10 CFR Part 50	Domestic Licensing of Production and Utilization Facilities
10 CFR Part 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR Part 71	Packaging and Transportation of Radioactive Material
10 CFR Part 72	Licensing Requirements for the Independent Storage of spent Nuclear Fuel and High Level Radioactive Waste
10 CFR Part 73	Physical Protection of Plants and Material
10 CFR Part 708	DOE Contractor Employee Protection Program
10 CFR Part 851	Worker Safety and Health Program
40 CFR Part 191	Environmental Radiation Protection Standards for Management and Disposal of Spent Nuclear Fuel, High-Level and Transuranic Radioactive Wastes
40 CFR Part 197	Public Health and Environmental Radiation Protection Standards for Yucca Mountain, Nevada

**List B**

Pursuant to the contract clause entitled, "Laws, Regulations, and DOE Directives," the Contractor shall comply with the requirements of these Department of Energy (DOE) Directives, Office Of Civilian Radioactive Waste Management (OCRWM) Policies And Procedures, and DOE Technical Standards, as identified. Applicability to the Yucca Mountain Project (YMP) Management & Operating (M&O) Contract is determined to be effective with the approval for incorporation or removal notification as directed by the OCRWM Contracting Officer by separate memorandum and will be posted to this list during the next periodic update and publication of a modification to the YMP M&O Contract.

NOTE: New or changed directives are in **bold**.

<b>Directive No.</b>	<b>DIRECTIVE TITLE</b>	<b>REMARKS</b>
DOE O 110.3A CRD	CONFERENCE MANAGEMENT	
DOE O 130.1 CRD	BUDGET FORMULATION	
DOE O 142.1 CRD	CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS	
DOE O 142.3 CRD	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	
<b>DOE O 144.1 CRD</b>	<b>DEPARTMENT OF ENERGY AMERICAN INDIAN TRIBAL GOVERNMENT INTERACTIONS AND POLICY</b>	
DOE O 151.1C CRD	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM	
DOE O 200.1 CRD	INFORMATION MANAGEMENT PROGRAM	
DOE O 205.1A CRD	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM	
<b>DOE O 206.1 CRD</b>	<b>DEPARTMENT OF ENERGY PRIVACY PROGRAM</b>	
DOE O 210.2 CRD	DOE CORPORATE OPERATING EXPERIENCE PROGRAM	
DOE O 221.1 CRD	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	
DOE O 221.2 CRD	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	
DOE O 225.1A CRD	ACCIDENT INVESTIGATIONS	
DOE O 226.1A CRD	IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY	
DOE O 241.1A CRD	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	
DOE O 243.2 CRD	VITAL RECORDS	
DOE O 252.1 CRD	TECHNICAL STANDARDS PROGRAM	
DOE O 350.1 CRD	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS	
DOE O 350.2A	USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, DC., AREA	

<b>Directive No.</b>	<b>DIRECTIVE TITLE</b>	<b>REMARKS</b>
DOE O 412.1A	WORK AUTHORIZATION SYSTEM	
DOE O 413.1A CRD	MANAGEMENT CONTROL PROGRAM	
DOE O 413.3A CRD	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS	
DOE O 420.1A CRD	FACILITY SAFETY	
DOE O 430.1B CRD	REAL PROPERTY ASSET MANAGEMENT	
DOE O 430.2A CRD	DEPARTMENTAL ENERGY AND UTILITIES MANAGEMENT	
DOE O 440.2B CRD	AVIATION MANAGEMENT AND SAFETY	
DOE O 442.1A CRD	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	
DOE O 450.1 CRD	ENVIRONMENTAL PROTECTION PROGRAM	
DOE O 460.1B CRD	PACKAGING AND TRANSPORTATION SAFETY	
DOE O 460.2A CRD	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT	
DOE O 470.2B CRD	INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM	
DOE O 471.1A CRD	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	
DOE O 471.3 CRD	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION	
DOE O 475.1 CRD	COUNTERINTELLIGENCE PROGRAM	
DOE O 475.2	IDENTIFYING CLASSIFIED INFORMATION	
DOE O 534.1B CRD	ACCOUNTING	
DOE O 551.1B CRD	OFFICIAL FOREIGN TRAVEL	
DOE O 580.1 CRD	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM	
DOE O 1220.1A	CONGRESSIONAL AND INTERGOVERNMENTAL AFFAIRS	
DOE O 1340.1B	MANAGEMENT OF PUBLIC COMMUNICATIONS PUBLICATIONS AND SCIENTIFIC TECHNICAL AND ENGINEERING PUBLICATIONS	
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE-RADIO CONVERSATIONS	
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT (PORTIONS APPLY)	
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES	
DOE M 200.1-1 CHAPTER 9	TELECOMMUNICATION SECURITY MANUAL - PUBLIC KEY CRYPTOGRAPHY AND KEY MANAGEMENT	

<b>Directive No.</b>	<b>DIRECTIVE TITLE</b>	<b>REMARKS</b>
DOE M 205.1-3	TELECOMMUNICATION SECURITY MANUAL	
DOE M 205.1-4 CRD	NATIONAL SECURITY SYSTEM MANUAL	
DOE M 231.1-1A CRD	ENVIRONMENT, SAFETY, AND HEALTH REPORTING MANUAL	
<b>DOE M 231.1-2 CRD</b>	<b>OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION</b>	<b>DOE manages the ORPS reporting. USA RS will provide notification to DOE to classify and accomplish the actual reporting in the ORPS system.</b>
DOE M 442.1-1 CRD	DIFFERING PROFESSIONAL OPINIONS MANUAL FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY, AND HEALTH	
DOE M 450.4-1 CRD	INTEGRATED SAFETY MANAGEMENT SYSTEM MANUAL	
DOE M 470.4-1 CRD	SAFEGUARDS AND SECURITY PROGRAM PLANNING AND MANAGEMENT	
DOE M 470.4-2 CRD	PHYSICAL PROTECTION	
DOE M 470.4-4 CRD	INFORMATION SECURITY	
DOE M 470.4-5 CRD	PERSONNEL SECURITY	
DOE M 470.4-6 CRD	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY	
DOE M 470.4-7	SAFEGUARDS AND SECURITY PROGRAM REFERENCES	
DOE M 471.1-1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL	
DOE M 471.3-1 CRD	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION	
DOE M 475.1-1B CRD	MANUAL FOR IDENTIFYING CLASSIFIED INFORMATION	
DOE N 206.4	PERSONAL IDENTITY VERIFICATION	
<b>OFFICE OF CIVILIAN RADIOACTIVE WASTE MANAGEMENT POLICIES AND PROCEDURES</b>		
POL-RW-2003-3	CONSISTENCY IN COMMUNICATIONS	
POL-RW-2007-1	OCRWM PUBLIC RELEASE POLICY FOR TECHNICAL PRODUCTS	
<b>DOE TECHNICAL STANDARDS</b>		
DOE-STD-1090-07	HOISTING AND RIGGING (FORMERLY HOISTING AND RIGGING MANUAL)	



**Guides**

Guides support Orders with the same number. Guides provide non-mandatory, supplemental information about acceptable methods for implementing requirements, including lessons learned, suggested practices, instructions, and suggested performance measures.

Guides may identify acceptable ways to implement requirements by referencing appropriate Technical Standards, but they shall not impose additional requirements. Current guides may be found at:

<http://www.directives.doe.gov/directives/current.html#number>

**DOE Technical Standards and Good Practice Guides**

Technical Standards and Related Documents are non-mandatory criteria managed under the Technical Standards Program to provide guidance to contractors and DOE personnel on acceptable methods for meeting requirements." Current standards may found at: <http://www.eh.doe.gov/techstds/standard/standard.html>

**SECTION J**

**APPENDIX J**

**PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

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**DEPARTMENT OF ENERGY  
OFFICE OF CIVILIAN  
RADIOACTIVE WASTE  
MANAGEMENT**

**Performance Evaluation and Measurement Plan  
for  
USA REPOSITORY SERVICES, LLC  
Contract DE-RW0000005**

**Performance Period:  
April 1, 2009, through September 30, 2009**

**DOE OCRWM PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
USA REPOSITORY SERVICES, LLC – CONTRACT DE-RW0000005**

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**DOE OCRWM PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
USA REPOSITORY SERVICES, LLC – CONTRACT DE-RW0000005**

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**ACRONYMS**

DOE/HQ .....	DOE Headquarters
FDO.....	Fee Determination Official
FY .....	Fiscal Year
OCRWM.....	Office of Civilian Radioactive Waste Management
PBI.....	Performance Based Incentive
PEB .....	Performance Evaluation Board
PEMP .....	Performance Evaluation and Measurement Plan
SEA.....	Special Emphasis Area
USA RS.....	USA Repository Services, LLC

**A. INTRODUCTION.** This Performance Evaluation and Measurement Plan (PEMP) defines the Office of Civilian Radioactive Waste Management (OCRWM) approach in evaluating, documenting, and providing performance fee to USA Repository Services, LLC (USA RS), in the execution of requirements defined in Contract DE-RW0000005. This PEMP is for the period of performance from April 1, 2009, through September 30, 2009.

**1.1 PEMP Objectives**

- 1.1.1 Provide OCRWM with a mechanism to achieve its highest priority objectives;
- 1.1.2 Provide incentive to USA RS to accomplish OCRWM’s management and program objectives through the establishment of critical performance objectives and measures;
- 1.1.3 Reward USA RS with fee commensurate with the achievement of the specific OCRWM performance requirements;
- 1.1.4 Create an administratively efficient process to assess USA RS performance;
- 1.1.5 Provide a fair and reasonable basis for determining the amount of fee earned; and
- 1.1.6 Create a process that ensures USA RS work efforts are executed in a manner that provides high value and high quality deliverables to OCRWM.

**DOE OCRWM PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
USA REPOSITORY SERVICES, LLC – CONTRACT DE-RW0000005**

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**1.2 Definitions**

- 1.2.1 Award Fee. The subjective fee component of Performance Fee.
- 1.2.2 Expected Performance Level. Meets agreed upon requirements and performance objectives.
- 1.2.3 Fee Determination Official. The final authority in determination of fee awarded to USA RS.
- 1.2.4 Multi-year Incentive. An incentive designed to establish performance objectives and measures beyond one fiscal year or evaluation period.
- 1.2.5 Office of Civilian Radioactive Waste Management (OCRWM). OCRWM is a headquarters organization.
- 1.2.6 Performance Evaluation Board. For the purpose of this PEMP, designated OCRWM senior managers are chartered with recommending USA RS earned fee to the Fee Determination Official (FDO).
- 1.2.7 Performance Evaluation and Measurement Plan. A plan that defines an approach in evaluating, documenting, and providing performance fee against specified Performance Based Incentives and Award Fee Incentives.
- 1.2.8 Performance Evaluation Period. The two specific periods for which the Performance Evaluation Board evaluates contractor's overall performance: April 1 through September 30; October 1 through March 31.
- 1.2.9 Performance Fee. That portion of the total available fee which is tied exclusively to the contractor's performance of the contract. The performance fee amount will consist of an incentive fee component for objective performance requirements and an award fee component for subjective performance requirements, or both.
- 1.2.10 Performance Incentive. A performance incentive represents a reward or consequences that may be employed to motivate a contractor to achieve baseline or higher levels of performance of a requirement. In most instances, the incentive represents an amount of fee tied to the accomplishment of a performance objective.
- 1.2.11 Performance Measure. The quantitative method for characterizing performance.
- 1.2.12 Performance Monitor. Designated by the Performance Evaluation Board as responsible individuals monitoring and evaluating the contractor's performance.

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- 1.2.13 Performance Objective. A statement of desired results from an organization or activity.
- 1.2.14 Provisional Payment of Fee. Any payments paid on a provisional basis may be reclaimed.
- 1.2.15 Special Emphasis Area. An area that is extremely important to DOE and OCRWM.
- 1.2.16 Work Authorization Directive (WAD). The execution year baseline that serves as the agreement between USA RS and OCRWM to perform a specific scope of work.

**1.3 Fee Concept**

Performance-based management contracting principles emphasize results-oriented work statements, and performance objectives and measures to incentivize contractors to achieve excellent performance. OCRWM implements performance-based management contracting principles through processes associated with *Strategic Planning, Budget Formulation, Budget Execution, and Performance Evaluation*. These processes, defined in the “Annual Work Plan”, consist of strategic planning, developing performance objectives, defining work scope through the Work Authorization Directives (WADs) process, and evaluating results.

USA RS is responsible for the overall planning, managing and integration of all work activities and products, designing, constructing and operating a first-of-a-kind facility to permanently dispose of spent nuclear fuel and high-level radioactive waste. Because of the nature of this work, OCRWM utilizes performance fee to incentivize and reward USA RS for performance. Performance fee consists of two components: an incentive fee component which provides management focus and emphasis on OCRWM’s critical few program objectives and an award fee component which provides management focus on all other aspects of USA RS’s performance such as overall program, current importance to the overall performance of the contract, the potential for be problem areas, and/or current degree of concern for performance.

**1.3.1 Performance Based Incentive (PBI)**

There are no PBI performance measures and fee measures for the period of April 1, 2009, through September 30, 2009.



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1.3.2 Award Fee Special Emphasis Area (SEA) Incentives

The SEA performance objectives and measures are delineated in Attachment 1 of the PEMP. In certain instances, the contractor must provide support and/or deliverables that are required to accomplish the project objectives but are not objectively measurable in all cases. These efforts are therefore measured objectively or subjectively under incentives identified as SEAs and typically carry reduced performance risk and moderate fee earning opportunities and the FDO may use discretionary factors in determining fee. Consideration will also be given to complete and accurate technical information/products delivered in mutually agreed time frames that meet all applicable codes, standards, rules, regulations and orders.

**B. REFERENCES.** U.S. Department of Energy Office of Civilian Radioactive Waste Management Contract with USA RS for Management and Operating Support for the Office of Civilian Radioactive Waste Management; Contract DE-RW0000005.

**C. ORGANIZATIONAL STRUCTURE FOR PERFORMANCE FEE**

**ADMINISTRATION.** The effectiveness of this PEMP requires the establishment of a close working relationship between DOE-OCRWM, and USA RS because all entities are responsible for successful implementation of the plan and successful completion of OCRWM's significant management and program objectives. The roles and responsibilities of the key personnel are as follows:

**2.1 DOE/HQ**

Office of Contract Management (MA-62)

- Reviews and approves PEMP.

**2.2 OCRWM**

2.2.1 Office of Civilian Radioactive Waste Management (OCRWM)

- Provides oversight of the performance fee administration process.
- Provides program management and planning objectives.

2.2.2 Director, Office of Project Management (OPM)

- The Head of Contracting Activity (HCA) and serves as FDO.
- Formally charters the Performance Evaluation Board (PEB) to ensure senior management involvement and accountability.
- Provides recommended PEMP to DOE/HQ MA-62 for approval.

2.2.3 Procurement Division Supervisor

- Serves as Chair of the PEB.
- Initiates meetings for development of performance objectives.
- Develops meeting agendas as appropriate.
- Prioritizes proposed performance objectives.

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- Solicits additional information when necessary.
- Resolves OCRWM comments.
- Recommends HCA forward draft performance objectives/measures to HQs Procurement for approval.
- Resolves HQs Procurement comments.
- Provides draft to the contractor for review/comments.
- Resolves contractor comments.
- Ensures a unilateral plan 30 days prior to the start of the performance period.
- Documents decisions of the group via appointed scribe.
- Reviews draft evaluation report.
- Coordinates changes with Performance Monitors (PMs).
- Reviews report for a second time to ensure DOE responses to contractor's comments to draft report for factual accuracy.
- Coordinates with FDO during PEMP evaluation and fee recommendation.
- Provide fee recommendation to the FDO.

### 2.2.4 Performance Evaluation Board

- Accountable for final selection and approval of contract-specific performance-based and award fee incentives
- Assigns responsibilities to PMs to monitor and evaluate completion of performance against objectives and measures for PBIs and SEAs.
- Provides input, reviews, and concurs on the PEMP.
- Reviews USA RS performance at the end of the evaluation period and upon completion of key milestones.
- Evaluates USA RS performance and recommends earned fee to the FDO.

### 2.2.5 Performance Evaluation Board Members/Performance Monitors

- Attend all meetings unless formally excused by the Chair (the Office Directors, or a senior designee from their organization, will represent the membership of the PEB. Meetings will not be held without a quorum).
- Actively participate in meetings.
- Assure all program activities are represented.
- Accountable for finalizing performance objectives/measures.
- Monitor and evaluate completion of performance objectives.
- Provides input, review, and concur on performance objectives.
- Provides independent assessment of USA RS performance and recommend earned fee to the Fee Determination Official.
- Validate and document completion of PBI and SEA performance objectives and measures.
- Elevate recommendations, issues or concerns to the Chair.
- Reviews and considers USA RS self-assessments in recommending fee.

### 2.2.6 Contracting Officer

- Transmits the PEMP to the contractor.

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- Provides input, reviews, and concurs on the PEMP PBI and SEA objectives and measures to achieve OCRWM’s management and program requirements.
- Determines the completion and achievement of the performance objectives and measures.
- Approves changes to the PEMP with prior recommendation of the Contracting Officer Representative.

**2.2.7 Procurement Division**

- Issues call letters for input in the development of the PEMP.
- Submits draft PEMP to PMs and USA RS for review and comment.
- Consolidates, coordinates, and incorporates comments to the PEMP.
- Obtains appropriate concurrence and approvals of the PEMP.
- Issues call letter to PMs for input to USA RS performance evaluation report.
- Coordinates evaluations of USA RS’s performance with the PEB.
- Consolidates input from OCRWM PMs.
- Coordinates training for participants in the performance fee process.

In the absence of the FDO, the individual acting in the same official capacity will assume the function of FDO. In the absence of a board member, another person having similar qualifications may be substituted.

**2.3 USA RS**

**General Manager**

- Collaborates with OCRWM management to establish a working relationship that enables production of high value deliverables.
- Supports the development of the PEMP and enhances the process through the sharing of best practices and lessons learned.
- Responsible for the achievement of performance objectives and measures.
- Provides self-assessments of performance against PBI and SEA performance objectives and measures to the PEB.

**D. METHOD FOR DETERMINING PERFORMANCE FEE**

a. **Communication with USA RS during the Evaluation Period**

One important consideration for evaluation will be discussions between the Performance Monitors (PM) and their USA RS counterparts. It is a management expectation that PMs meet with their USA RS counterpart at least monthly to review, discuss, and provide interface on USA RS’s performance against the performance-based and award fee incentives and overall contract performance.

Regular communication with USA RS at the PM level will contribute to the success of the fee process. PM should discuss performance which may not currently meet performance

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objectives and measures, and thereby keep USA RS informed as to achievements and deficiencies that may appear in the final evaluation for the period. OCRWM has re-established the OCRWM Monthly Project Review that provides interface between OCRWM and USA RS.

b. USA RS Self Assessment

USA RS shall provide the OCRWM Contracting Officer with a self-assessment within ten (10) working days upon completion of a PBI and after the end of an award fee evaluation period. USA RS must also provide three (3) hard copies and an electronic copy of its self-assessment of performance to OCRWM Procurement Division for distribution to OCRWM Performance Monitors.

USA RS shall use the project control system to measure progress in meeting deliverables within cost, schedule and scope, including meeting the specified acceptance criteria. USA RS shall identify issues potentially affecting the completion of individual PBIs and SEAs and the overall success of the program, and actions taken or recommended to resolve those issues. USA RS's self-assessment shall propose and justify the amount of performance based incentive and award fee earned, and include a discussion of fee reductions warranted by any failure to meet performance expectation. In the event the contractor self-discloses a situation that falls within the support of a special emphasis area, and appropriately self-corrects the situation in a timely manner, fee reduction may be waived by the CO. The timeliness and effectiveness of the contractor's corrective action may also mitigate fee reductions for deficiencies identified by OCRWM or other regulatory entities.

c. OCRWM Assessment

OCRWM Performance Monitors shall prepare and submit to OCRWM Procurement Division, an independent assessment of USA RS's performance within 20 calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period. The OCRWM Performance Monitor shall consider USA RS's input with respect to completing the PBI and SEA performance criteria and with respect to the quality. Where significant disagreement exists between USA RS's self assessment and OCRWM's assessment, the responsible OCRWM Performance Monitor shall raise such disagreements to the PEB for resolution. USA RS may be requested to attend a Board meeting to assure their view is understood.

OCRWM Performance Monitors shall also consider the additional input received during monthly project reviews. Such reviews will enable Program-wide understanding of progress, an integrated assessment of impacts, and the identification of corrective actions. Assessments shall also document the rationale for any reduction in the amount of award fee earned.

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OCRWM Procurement Division will consolidate OCRWM Performance Monitor Evaluation Reports and submit a written evaluation report to the PEB members for approval.

d. Performance Evaluation Process

Except as provided for in the specific PBI, the following steps apply:

1. Within ten (10) working days upon completion of a PBI, and after the end of an award evaluation period, USA RS shall provide the OCRWM Contracting Officer with a self-assessment. The self-assessment provided shall provide an assessment of their performance in the completion of a PBI and award fee performance objectives and measures. The contractor will provide three (3) hard copies, and an electronic copy, of its self-assessment of performance to OCRWM Contracting Officer for distribution to OCRWM Performance Monitors.
2. Within twenty (20) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, OCRWM Performance Monitors will prepare and submit an independent assessment of USA RS's performance, with respect to quality and schedule, against the performance objectives and measures to OCRWM Procurement Division for consolidation. The OCRWM Performance Monitor shall consider USA RS's input with respect to payments of fee. Where significant disagreement exists between USA RS's self assessment and OCRWM's assessment, the responsible Performance Monitor shall raise such disagreements to the PEB for resolution. USA RS may be requested to attend a Board meeting to assure their view is understood.

The OCRWM assessment must be submitted on the Performance Monitor Evaluation Report form, Attachment 2 of the Plan, and will only be accepted by the OCRWM Procurement Division upon the approval of the OCRWM Performance Monitor.

3. Within approximately thirty (30) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, OCRWM Procurement Division will consolidate Performance Monitor Evaluation Reports and submit to the PEB members for review.
4. Within approximately forty-five (45) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, the PEB will review, validate, and prepare an evaluation report and submit a fee recommendation to the FDO.
5. Within seventy (70) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period or 60 calendar days after receipt of contractor's self-assessment for award fee (whichever is later), the FDO will make a determination of the fee earned.

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Figure 1 is a flowchart that illustrates the entire process.

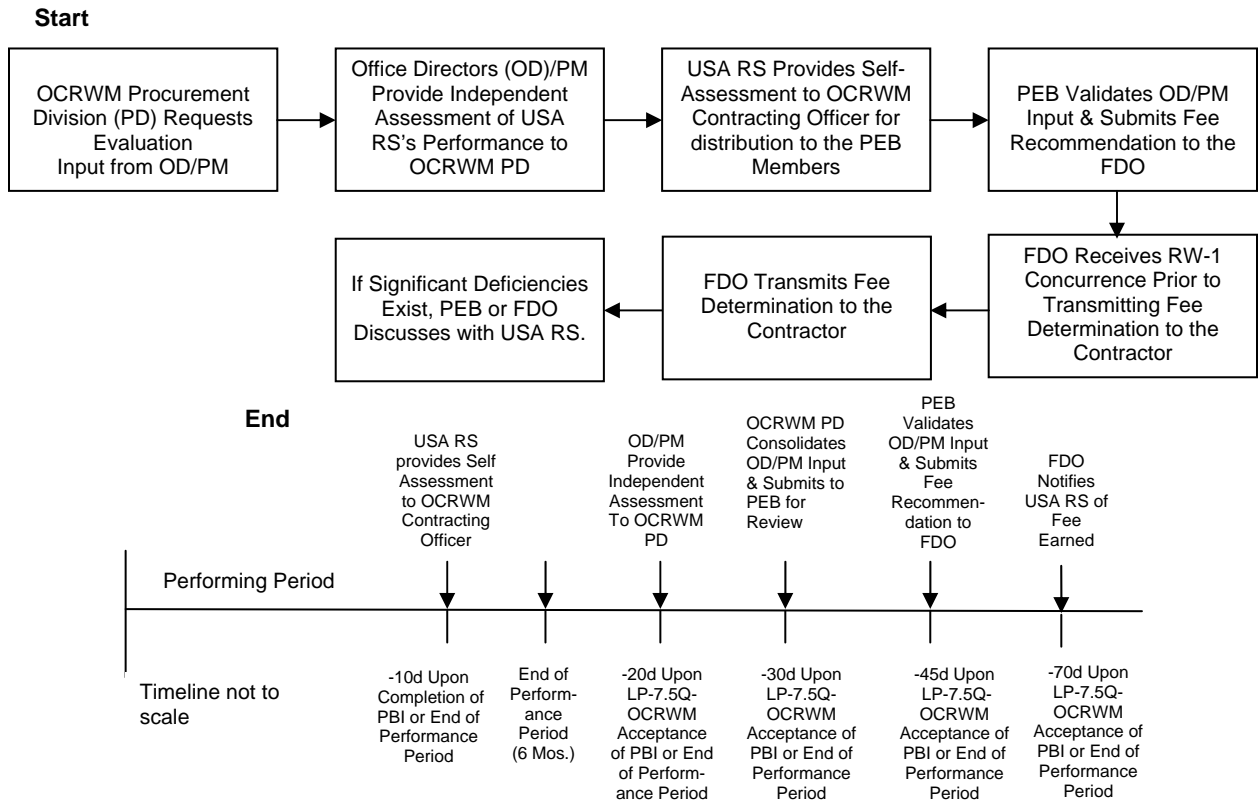


Figure 1, Flowchart and Time Line of Fee Process

e. Evaluation and Discussion Documentation

Where meetings or discussions are held by the PM (with USA RS, HQ, or others) that significantly impact award fee evaluations, it is necessary that appropriate documentation be created. This documentation can be in the form of signed and dated notes, minutes, or correspondence. Copies of the PM documentation should be maintained by the PM in support of the Performance Evaluation Report.

Rationale for fee payments will be documented by the Performance Evaluation Board and the fee determination official. The final PEB Fee Recommendation and FDO Fee Determination reports along with supporting rationale will be maintained by the OCRWM Procurement Division organization in the official “contract file”.

**E. PEB INVOLVEMENT IN FINAL EVALUATIONS**

The PEB is responsible for reviewing the Performance Evaluation Reports and developing a Fee Recommendation Report to the FDO. The Chair, PEB, will provide updates and feedback to the FDO prior to receiving the PEB’s final signed fee recommendation report.

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As directed by the FDO, and especially if significant deficiencies exist, the Fee Recommendation Report is discussed with USA RS General Manager by the PEB, individual board members, and/or the FDO. Because the Fee Recommendation Report is pre-decisional, its contents will not be formally provided to USA RS.

**F. FDO RESPONSIBILITIES IN FINAL EVALUATIONS**

The FDO may meet with USA RS, as appropriate, during the process of developing his/her evaluation position. Based on the FDO's personal knowledge, the information contained in USA RS's self-assessment, the PEB Fee Recommendation Report, and/or other information relating to USA RS's performance of the contract requirements, the FDO develops a determination on the evaluation and award fee. The FDO briefs the OCRWM Director and obtains the concurrence of the OCRWM Director. Where there are significant concerns with USA RS's overall performance, the FDO will notify the HQ Procurement Executive.

Following OCRWM Director's receipt of concurrence(s), the FDO issues a Fee Determination letter of award fee earned to USA RS.

**G. METHOD FOR CHANGING PLAN COVERAGE**

Proposed changes to the PEMP may be initiated by OCRWM or USA RS. Proposed changes to the PEMP may be initiated on the official PEMP Change Form (Attachment 4). The respective Performance Monitor will review and concur on proposed changes prior to any changes being made to the PEMP.

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**ATTACHMENT 1**

**SPECIAL EMPHASIS AREA  
OVERALL GRADES & ASSOCIATED PERCENTAGES OF EARNED FEE**

- A. Outstanding: Performance substantially exceeded expected levels of performance against award fee criteria identified in the PEMP. All other requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 95 to 100%)
- B. Good: Performance generally exceeded expected levels of performance against award fee criteria identified in the PEMP and with rare exception, other contract requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 75 to 94.9%)
- C. Satisfactory: Performance generally met expected levels of performance against award fee criteria identified in the PEMP. Generally other contract requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 45 to 74.9%)
- D. Unsatisfactory: Performance against award fee criteria identified in the PEMP was either generally unacceptable or unacceptable for the majority of the specific objectives. Actual or potential negative impacts on mission capabilities resulted or could result from performance. (Percent Fee: 0%)

Award Fee: The period of performance is April 1, 2009, through September 30, 2009. At the conclusion of the 6-month evaluation period (*April 1, 2009, through September 30, 2009*) DOE will determine the award fee associated with the SEAs.

To be minimally acceptable, all contractor formal products by contract, DOE Order, regulation, procedure, plan, or DOE written direction shall be complete, accurate, and on schedule. Requirements shall clearly flow down and be transparent within the product and ensure compliance with ES&H and QA requirements. Evidence of unsatisfactory performance on the part of the contractor is: (1) technical errors or omissions in contractor developed products, (2) performance not completed by COB on the agreed upon date scheduled, and (3) non-compliance with designated Completion Criteria.



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**AWARD FEE SPECIAL EMPHASIS AREAS**

<b>SPECIAL EMPHASIS AREAS</b>	<b>VALUE</b>	<b>PERFORMANCE MONITOR</b>
SEA 1 – LA Support	70%	Director, Office of Technical Management
SEA 2 – General Management	30%	OCRWM Office Directors; Communication and Outreach Supervisor; and, Employee Concerns Supervisor
Total SEA Fee Available	100%	

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**SPECIAL EMPHASIS AREA (SEA) 1: LA Support**

**Period of Performance:** April 1, 2009, through September 30, 2009

**Total Fee Available:** 70%

**Performance Objective 1:** Assist OCRWM in all activities related to preparation of responses, including development of supporting information as required, to Requests for Additional Information (RAIs) and any other questions from the NRC staff.

**Due Date:** As required to support timely submittal of quality responses to RAIs, according to the schedule provided by the NRC, during the period from April 1, 2009, to September 30, 2009.

**Completion Criteria:** Materials will be accurate, complete, comprehensive, consistent and timely in accordance with the License Application Support Plan (LASP), PLN-MGR-RL-000004; Request For Additional Information Response Development, Review, And Approval, AP-REG-019; License Application Configuration Management, AP-REG-022; Postlicense Application Submittal Interactions With The U.S. Nuclear Regulatory Commission, AP-REG-023; and other applicable procedures.

**Acceptance Criteria:** OCRWM Director, Regulatory Affairs Division, or his designee will accept or reject proposed briefing materials and proposed responses to RAIs within 5 working days of delivery by USA RS.

**Performance Objective 2:** Support OCRWM and Legal Counsel in Atomic Safety and Licensing Board(s) (ASLB) related activities.

**Due Date:** As required to support ASLB activities during the period from April 1, 2009, to September 30, 2009.

**Completion Criteria:** Work will be in accordance with CO Letter (OPM:MTM-0665) from McCusker to Schlismann dated April 27, 2009. Materials will be accurate, complete, comprehensive, consistent and timely in accordance with the LASP.

**Acceptance Criteria:** The delivered materials and responses will be approved or disapproved by the DOE Director, Regulatory Affairs Division, or his designee within 10 days.

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**SPECIAL EMPHASIS AREA 2: General Management**

**Period of Performance:** April 1, 2009, through September 30, 2009

**Total Fee Available:** 30%

**Performance Objective:** OCRWM will assess contractor performance in such areas, but not limited to, financial management, property management, human resources, procurement, information technology (including cyber security), security, quality assurance, continuous improvement and corrective action program, records, safety conscious work environment, environment, safety and health.

**Due Date:** As required to support activities during the period from April 1, 2009, to September 30, 2009.

**Completion Criteria:** Ensure cost and resource effective management of performance objective programs. Effectively identify, communicate and resolve issues including conditions adverse to quality in a timely manner. Identify and implement, as appropriate, opportunities for improvement. Establish, monitor and improve a nuclear safety culture.

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**ATTACHMENT 2**

**FORMAT**

**PERFORMANCE MONITOR EVALUATION REPORT**

**I. EVALUATION PERIOD:** \_\_\_\_\_

**II. DOE PERFORMANCE MONITOR:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. PERFORMANCE BASED INCENTIVES (PBI) EVALUATIONS:**

**PBI #** \_\_\_\_\_ **Recommended Fee Earned** \_\_\_\_\_

**Discussion:**

**IV. EVALUATION OF AWARD FEE SPECIAL EMPHASIS AREAS:**

**SEA #** \_\_\_\_\_ **Adjective Rating** \_\_\_\_\_

**Discussion:**

Discussion summaries should describe the method used to evaluate timeliness, quality and completion of performance objectives/measures; clarifying remarks regarding the timeliness and sufficiency of the products/activities against defined performance objectives/measures; identification of significant deviations; rationale for recommended fee payment/rating (if necessary, provide computations); and mitigating factors, if any, that were considered in determining the amount of fee.

Areas to consider:

1. Contractor monthly performance indicator results including positive or negative trends.
2. Management reviews and reports including the new monthly reviews.
3. Contractor's self-assessment report.
4. DOE independent and program assessments.
5. Issues and corrective action of issues

**ATTACHMENT 3**

**FEE DETERMINATION OFFICIAL**

Director, Office of Project Management

**PERFORMANCE EVALUATION BOARD  
MEMBERSHIP**

Procurement Division Supervisor - Chair

Director, Office of Quality Assurance - Member

Director, Office of Technical Management - Member

Director, Office of Construction and Site Management - Member

Director, Office of Logistics Management - Member

Director, Office of Operations Management - Member

Director, Office of Business Management - Member

Supervisor, Communications & Outreach - Member

Contracting Officer - Member

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**ATTACHMENT 4**

<b>OFFICE OF CIVILIAN RADIOACTIVE WASTE MANAGEMENT PERFORMANCE EVALUATION AND MEASUREMENT PLAN CHANGE REQUEST</b>	QA:  Page of
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1. Initiator of Change Request:	2. Office Symbol:	3. Phone No:
4. Current Version of PEMP:	a. Revision No:	b. Change No:
5. Date of Request:		
6. Reason for Request:		
7. Authority for Change:	e. Explain reason for change here, if necessary: (required for Other)	
a. Technical Direction Letter <input type="checkbox"/> b. Contracting Officer Letter <input type="checkbox"/> c. Baseline Change Proposal <input type="checkbox"/> d. Other <input type="checkbox"/>		
8. Section No. in PEMP of Change:		
9. Exact Wording: (rewrite the section with changes identified)		
10. Request Disposition:	11. Comments: (including changes made, rejection reason, or other)	
a. Accepted, Change Implemented <input type="checkbox"/> b. Accepted with Changes <input type="checkbox"/> c. Rejected <input type="checkbox"/> d. Other <input type="checkbox"/>		
12. Approved By:	13. Effective Date:	14. New PEMP Rev No/Change No.:
		a. Rev No: b. Change No.:

1137 (Rev. 02/28/2005)