

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NUMBER P00007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQUISITION NUMBER 26EM001922		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202				7. ADMINISTERED BY (If other than Item 6) CODE 03011 OREM U.S. Department of Energy Oak Ridge Office of Environmental Management P.O. Box 2001 Oak Ridge TN 37831			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) INDEPENDENT STRATEGIC MANAGEMENT SOLUTIONS INC 3019 Duportail #235 Richland WA 99352				9A. AMENDMENT OF SOLICITATION NUMBER (X)			
				9B. DATED (SEE ITEM 11) ☐			
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QRAA21D0087 89303325FEM400454 ☒			
				10B. DATED (SEE ITEM 13) 04/24/2025			
CODE HNDNB7BS9UE3		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$640,508.70
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A. ☒ 1.4 DOE-B-2013 Obligation of Funds; FAR 52.232-22 Limitation of Funds
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

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

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

See continuation page

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) Ian R. Rexroad	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 09/23/2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
 INDEPENDENT STRATEGIC MANAGEMENT SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: HNDBN7BS9UE3 The purpose of this modification is to obligate additional funds to CLIN 2001. [End of list of changes] Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 888-251-3557 or Payments@hq.doe.gov Change Item 02001 to read as follows(amount shown is the total amount): 02001 OREM TMA - Year 2 - Labor (SIN: 541611) Embedded Lease: No Line item value is: XXXXXXXXXX Incrementally Funded Amount: \$3,440,508.70 Accounting Info: 00000-0000-00-000000-00000-00000000-00000000-000000 00 -00000000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 0000000 Object Class: 000000 Program: 00000000 Project: 00000000 WFO: 00000000 Local Use: 00000000 Funded: \$0.00 Accounting Info: 01250-2026-30-471999-25233-1111564-0001121-000000 00 -00000000 Fund: 01250 Appr Year: 2026 Allottee: 30 Report Entity: 471999 Object Class: 25233 Program: 1111564 Project: 0001121 WFO: 00000000 Local Use: 00000000 Funded: \$0.00 Accounting Info: 01250-2026-30-471999-25233-1111561-0001127-000000 00 -00000000 Fund: 01250 Appr Year: 2026 Allottee: 30 Report Entity: 471999 Object Class: 25233 Program: 1111561 Project: 0001127 WFO: 00000000 Local Use: 00000000 Continued...				

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INDEPENDENT STRATEGIC MANAGEMENT SOLUTIONS INC

INDEPENDENT STRATEGIC MANAGEMENT SOLUTIONS INC

INFORMATION COPY

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	Funded: \$640,508.70				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA FAR (48 CFR) 53.110

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1. SECTION 1 - SUPPLIES OR SERVICES/PRICES

1.1 DOE-B-2008 TIME-AND-MATERIALS CONTRACT (OCT 2014)

- (a) This is a time-and-materials-type (T&M) task order. *See FAR 16.601, Time-and-materials contracts.* The Contractor shall provide the direct-productive-labor-hours (DPLH) at the fixed-hourly rates shown in Attachment 9-5, *Schedule of Fully Burdened Labor Rates*, which are fixed for the term of the task order. The fixed-hourly labor rates for each labor category shall be “fully burdened,” defined as the sum of the base hourly wage plus all fringe benefits, overhead, general and administrative expenses, and profit.
- (b) The labor categories, DPLH, and fixed labor rates listed in Attachment 9-5, *Schedule of Fully Burdened Labor Rates*, shall apply for all work performed under this task order, whether by the Contractor’s employees, by a subcontractor’s employees, or by a division/subsidiary/affiliate of the Contractor.
- (c) The Contractor shall be reimbursed for the cost of materials, supplies, equipment, travel, and other direct costs in accordance with the applicable cost principles contained in clause FAR 52.216-7, *Allowable Cost and Payment*. The ceiling cost of materials, supplies, equipment, travel, or other direct costs for this task order are listed in Table 1-1 below.
- (d) The total ceiling price of this contract is listed in Table 1-1 below.
- (e) Payment for the DPLH provided and materials, supplies, equipment, travel, or other direct costs, if any, shall be made in accordance with FAR 52.232-7, *Payments Under Time-and-Materials and Labor-Hour Contracts*, and Subsection 6.4, *Billing Instructions*.
- (1) DPLH is defined as actual hours worked. DPLH includes hours worked off-site (e.g. via telework) for tasks where offsite work is permitted. Hours not actually worked—e.g., weekends, holidays, approved leave, worksite closures, and other absences—are not DPLH. (In the event hours are actually worked on weekends, holidays, etc., then they are DPLH.)
- (2) Estimated DPLH will be established for each labor category; however, they are only estimates. Actual hours may vary from the estimated hours during the course of the task order. Note that the Contractor shall not be bound to deliver labor hours by labor category in strict accordance with the task order but will instead be authorized to interchange labor hours within approved labor categories, so long as overall labor costs are within the CLIN ceiling and funds obligation values. However, prior to Contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the Contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the initial instance such a situation occurs for each labor category.

- (f) *Travel.*
- (1) The Contractor shall be entitled to reimbursement of the expenses incurred by its employees and subcontractors for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental car, and/or other ground transportation) in accordance with FAR 31.205-46, *Travel Costs*.
 - (2) The Contractor shall obtain written approval from the Contracting Officer prior to incurring expenses pertaining to a domestic extended personnel assignment. A “domestic extended personnel assignment” is any assignment of Contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days. The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for Contractor employees on domestic extended personnel assignments after 60 days, unless prior written Contracting Officer approval is received. The requirements of this subparagraph are applicable to subcontracts and consultant agreements in which travel will be reimbursed at cost.
- (g) The Contractor shall notify the Contracting Officer in writing should it note any conditions that arise that may warrant a change in the ceiling value of the task order or the utilization of a new/additional labor category. The Contracting Officer shall notify the Contractor in writing within ten calendar days of such a notice from the Contractor whether or not a change to the task order may be warranted and a proposal necessary.

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

- (a) This task order will provide various technical, management, and administrative (TMA) services in support of the planning and management of the Department of Energy’s (DOE) Oak Ridge Office of Environmental Management (OREM) as described in Section 2.
- (b) The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this task order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work under this task order.
- (c) The Contractor shall ensure that each person who performs work under this task order possesses the minimum qualifications, as described in Attachment 9-4, *Position Qualifications*, for the position to which they are assigned. The Contractor shall also ensure that each person who performs work under this task order has, and maintains throughout their performance, any required licenses, certifications, and clearances for their position and completes such continuing education and training necessary to remain current in their area of responsibility.
- (d) As an order under the General Services Administration’s (GSA) Multiple Award Schedule (MAS) contract vehicle, labor categories on this task order are divided into

two groups. Labor categories under GSA Special Item Number (SIN) 541611 are included in the Contractor's MAS contract. Order-Level Materials (OLM) and Ancillary Support labor categories are in direct support of SIN 541611 labor and are not included in the Contractor's MAS contract.

1.3 TASK ORDER LINE ITEM STRUCTURE (P00001) (P00002) (P00003) (P00005) (P00006) (P00007)

- (a) This task order comprises the Contract Line Item Numbers (CLINs) described in Table 1-1.

[Note to quoters: Specific dates for each period are based on solicitation paragraph 11.14(g) and may change based on actual date of Notice to Proceed.]

Table 1-1

CLIN	DESCRIPTION	CEILING NTE PRICE	FUNDS OBLIGATED	ESTIMATED PERFORMANCE
Year 1 — Base Period (Transition) (September 9, 2025, to December 31, 2025)				
0001	Labor (SIN: 541611)		\$1,166,035.07	\$1,166,035.07
0002	[RESERVED]			
0003	Travel & Other Direct Costs		\$0.00	\$0.00
	Total Transition Period		\$1,166,035.07	\$1,166,035.07
Year 1 — Base Period (Remainder) (October 9, 2025, to September 8, 2026)				
1001	Labor (SIN: 541611)		\$7,083,964.93	\$7,083,964.93
1002	[RESERVED]			
1003	Travel & Other Direct Costs		\$10,000.00	\$10,000.00
	Total Remainder Period		\$7,093,964.93	\$7,093,964.93
	Total Year 1 (Transition + Remainder)		\$8,260,000.00	\$8,260,000.00
Year 2 — Base Period (September 9, 2026, to September 8, 2027)				
2001	Labor (SIN: 541611)		\$3,440,508.70	\$2,800,000.00
2002	[RESERVED]			
2003	Travel & Other Direct Costs		\$24,000.00	\$24,000.00
	Total Year 2		\$3,464,508.70	\$2,824,000.00
Year 3 — Base Period (September 9, 2027, to September 8, 2028)				
3001	Labor (SIN: 541611)		\$0.00	\$0.00
3002	[RESERVED]			
3003	Travel & Other Direct Costs		\$0.00	\$0.00
	Total Year 3		\$0.00	\$0.00

CLIN	DESCRIPTION	CEILING NTE PRICE	FUNDS OBLIGATED	ESTIMATED PERFORMANCE
Year 4 — Option Period 1 (September 9, 2028, to September 8, 2029)				
4001	Labor (SIN: 541611)		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
4002	[RESERVED]			
4003	Travel & Other Direct Costs		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
	Total Year 4 (Option Period 1)		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
Year 5 — Option Period 2 (September 9, 2029, to September 8, 2030)				
5001	Labor (SIN: 541611)		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
5002	[RESERVED]			
5003	Travel & Other Direct Costs		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
	Total Year 5 (Option Period 2)		[CO Fill-in upon option exercise]	[CO Fill-in upon option exercise]
	Total Labor (SIN: 541611)		\$11,690,508.70	\$11,050,000.00
	[RESERVED]			
	Total Travel & ODCs		\$34,000.00	\$34,000.00

NTE = Not-to-Exceed

[Note: Contractor did not quote any OLM/Ancillary Support labor; the CLINs earmarked for that category are reserved.]

1.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

- (a) Pursuant to the clause of this task order at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified in Table 1-1 above are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown in Table 1-1.

1.5 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014)

- (a) In accordance with the clause at FAR 52.217-9, *Option to Extend the Term of the Contract*, the Government may unilaterally extend the task order period of performance to require the Contractor to perform the work set out by Section 2 of the task order. In the event that the Government elects to exercise its unilateral right to extend the term of the task order pursuant to this clause and FAR 52.217-9, all terms and conditions of the task order will remain in full force and effect.
- (b) The Contracting Officer will consider factors set forth in FAR 17.207, *Exercise of Options*, in determining whether to exercise an option to extend the term of the task order. The Government is concerned with ensuring that the Contractor's performance

meets, or exceeds, the performance requirements of the task order in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the task order term.

- (c) The ceiling price and period of performance of each option to extend the term of the task order are set forth in Table 1-1.

1.6 NON-LABOR COST – INDIRECT CEILING RATE

- (a) The Contractor is entitled to apply an indirect rate to all non-labor costs incurred under the task order in accordance with the ceiling rates provided in the table below. The percentage specified is considered a ceiling rate. The Contractor's actual rates, up to the ceiling rate, will be applied for any non-labor costs incurred. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable to or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

	Year 1	Year 2	Year 3	Year 4	Year 5
Ceiling Rate	0.0%	0.0%	0.0%	0.0%	0.0%
Total Cost Input, Value Added	██████	██████	██████	██████	██████

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2. SECTION 2 - PERFORMANCE WORK STATEMENT

2.1 BACKGROUND AND GENERAL REQUIREMENTS

- (a) The U.S. Department of Energy's (DOE) Oak Ridge Reservation (ORR) occupies approximately 34,000 acres, within the City of Oak Ridge, Tennessee. Three sites lie within its borders: the East Tennessee Technology Park (ETTP), Y-12 National Security Complex (Y-12), and Oak Ridge National Laboratory (ORNL).
- (b) The DOE Oak Ridge Office of Environmental Management (OREM) is responsible for removing environmental legacies from decades of nuclear weapons development and government-sponsored research. Each site within the ORR includes its own unique cleanup challenges that exist in the midst of ongoing DOE missions in science and national security. The OREM environmental cleanup program is responsible for protecting the health of the region and environment, enabling ongoing DOE missions, and making clean land available for new economic development opportunities.
- (c) OREM has developed a portfolio of projects designed to complete remediation at ETTP, Y-12, and ORNL. All three portfolios are integrated into a single plan for the ORR that balances risks across all regulator, stakeholder, and mission priorities with the OREM Program. Goals established in the *OREM Program Plan FY 2022 to 2032* to address the environmental cleanup scope are:
- Complete ETTP cleanup and transition site to long-term stewardship;
 - Reduce radiological risks at ORNL;
 - Reduce environmental risks at Y-12; and
 - Ensure adequate onsite waste disposal capacity to support remaining cleanup.
- The *OREM Program Plan* is available at <https://www.energy.gov/orem/articles/orem-program-plan>. OREM aims to complete its mission by 2047.
- (d) This is a Technical Support Services Task Order, providing various technical and oversight assistance support services to OREM. Specific technical, management, and administrative (TMA) services that the contractor will be required to provide are described in the following sections. Activities under this task order may include technical analyses, document preparation and review, assistance in oversight activities, corrective action management, information management, technical editing, training, logistical coordination, performance analyses, records maintenance, and general and cross-cutting support to OREM.
- (e) Support under this Task Order is divided into two elements: (A) Base Scope that is expected to be performed on an ongoing or routine basis, and (B) Supplemental Scope that may be required periodically on an as-needed basis, for limited or extended terms depending on future requirements.

- (f) Base Scope comprises four task areas:
- Nuclear Safety and Engineering Basis Assistance
 - Environment, Safety, and Health Program Assistance
 - Quality Assurance Program Assistance
 - Facility Oversight Technical Support
- (g) Supplemental Scope comprises the following additional task areas:
- Project Engineering Support to Construction and/or Design Projects
 - Communications Assistance
 - Miscellaneous Support (further described below)
- (h) Contractor personnel shall perform the activities described in this Performance Work Statement (PWS) in compliance with all applicable DOE and OREM procedures. References in this PWS to the Contractor’s “personnel” or “employees” include all persons acting under the control or direction of the Contractor, including those of subcontractors at any level and those of any division, subsidiary, member company, or affiliate of the Contractor.
- (i) The Contractor shall ensure that duties are performed in a competent, professional manner that meets established milestones and adheres to schedules as established by DOE. Work products are expected to be thorough, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. All federal data processed, stored, or transmitted in performance of this task order must be conducted on the federal network. The Contractor is expected to maintain the confidentiality of information as dictated by the requesting federal party and overall DOE standards of ethics and professional behavior. In performing the work, the Contractor must comply with all applicable DOE orders and local, state, and Federal regulations. The Contractor shall be responsible for coordinating with other site contractors and any other entities at the site locations, planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this PWS. The Contractor shall be responsible for complying with the site access control requirements and requirements for access to radiological areas established by Site Operating Contractors on the ORR. The Contractor shall have such access as is necessary to perform activities required under this task order.
- (j) As part of general day-to-day duties, all Contractor personnel will be expected to—
- (1) Interact successfully – formally and informally – in a team environment; communicate and defend analyses and opinions to peers, team leaders, and management; and present results to a wide range of audiences including management, regulators, and/or the public.

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- (2) Support the technical adequacy of, and persuade others to accept, findings, recommendations, changes, or alternative viewpoints and efficiently reconcile conflicting technical viewpoints and ideas.
 - (3) Verbally convey information, concepts, and ideas to peers, Contractor management, and government personnel at various ranks.
 - (4) Compose documents and/or correspondence involving complex or technical information and adapt the writing to the audience's level of knowledge.
- (k) The Contractor shall be responsible for the operations, project management, environment, safety, health, and quality control within its own organization. Some Contractor employees shall be required to visit OREM projects at ETTP, ORNL, Y-12, and other locations on the ORR. Contractor support at OREM project sites may need to meet differing site requirements including, but not limited to, physical access, health monitoring, radiological worker training, beryllium monitoring, and HAZWOPER training. Contractor support may require limited physical effort including, but not limited to, walking significant distances and wearing personal protective equipment (PPE), which may include respirators and anti-contamination clothing. Technical support may require exposure to radiation areas and conditions within the limits of a site's authorized radiological activities.
- (l) The Contractor shall require each of its employees on this task order to fill out and submit to the Government such forms as may be necessary for personnel identification and site access or for other reasons. Note that—
- (1) All Contractor personnel shall be citizens of the United States of America.
 - (2) Contractor personnel may be required to have or obtain a DOE security clearance (Q or L), depending upon individual assignments. If Contractor personnel do not currently have a clearance and their assignment requires one, they must be able to obtain and maintain the required clearance. *See also* Subsection 7.16, *Safeguards and Security Program*. Clearances will be provided and paid for by DOE.
 - (3) All Contractor personnel shall carry and display any DOE-issued security badges at all times when performing work under this task order. All security badges shall be returned upon the departure of Contractor employees. At the conclusion of the task order, all outstanding badges shall be returned. Lost or stolen badges must be reported within one business day.
 - (4) All Contractor personnel shall adhere to local site security requirements and procedures, including participation in required initial employee security briefings and other awareness activities.
- (m) The Contractor shall facilitate an accident-free environment while performing this task order. The Contractor shall allow Government safety personnel to inspect the Contractor's work areas for safety violations at any time during the term of the task order. Whether or not the Government inspects a work area, the Contractor remains

responsible for preventing, identifying, and mitigating safety violations and the Contractor should conduct its own inspections of work areas as appropriate.

- (n) The Contractor shall report, in writing, to the Contracting Officer (CO) within 24-hours of occurrence, all accidents which may arise out of, or in connection with, performance of services required hereunder which results in injury, death, or property damage. Such report shall give full details of the accident, including statements from witnesses (if any).
- (o) The Contractor shall require all employees to comply with all safety regulations and requirements imposed by federal, state, and local authorities, and by DOE directives.
- (p) The Contractor shall report to the CO and Contracting Officer's Representative (COR), in writing, within one hour of occurrence any incident that causes a significant disruption of any Contractor operations, an evacuation of Contractor facilities, or a security or emergency incident.

2.2 SCOPE OF WORK: INCOMING TRANSITION (P00001)

- (a) The Contractor shall perform Task Order Transition activities in a diligent and professional manner to assume responsibility for all areas of scope from the incumbent contractor currently performing the work.
- (b) The incoming Transition Period shall run for one calendar month, beginning upon the CO's notice to proceed (NTP). At the conclusion of the Transition Period, the Contractor shall assume complete and exclusive responsibility for the scope of this task order. The transition period may, by mutual agreement, be extended to allow for full expenditure of obligated funds and may include full performance of work scopes which have completed transition.
- (c) Within one business day following the award of this task order, the Contractor shall publish on its own website a brief Executive Summary of its quotation and submit a copy to DOE. The purpose of this Executive Summary is to provide immediate release of relevant information to stakeholders and the public at large.
- (d) Within 5 calendar days after issuance of the NTP, the Contractor shall submit a Transition Plan to the CO for DOE approval.
 - (1) The Transition Plan shall include a schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that (A) ensures that all work for which the Contractor is responsible under the task order is continued without disruption; (B) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor by the end of the transition period; and (C) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

- (2) The Transition Plan must ensure there is no loss or degradation of the services that are provided to DOE and its other contractors. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition are included in the Transition Plan.
- (e) All Government property (including Government-furnished and contractor-acquired property (i.e. materials) and associated records) currently assigned to the incumbent contractor will be transferred to the Contractor during the transition period. Coordination with other site contractors will be required to ensure continuation of services by the Contractor.
- (f) The Contractor shall coordinate with the incumbent contractor to arrange for transition of employment for workers who will be moving from the incumbent contractor to the Contractor, status briefings for ongoing work, and other transition-related needs of the Contractor.

2.3 SCOPE OF WORK: NUCLEAR SAFETY AND ENGINEERING ASSISTANCE

- (a) The Contractor shall provide technical support in carrying out the OREM Nuclear Safety Oversight Program, Conduct of Engineering, Safety and Health, and Integrated Safety Management (ISM) activities in accordance with 10 CFR 830 Subpart B and applicable DOE Orders, standards, guidance, local policies, and directives. This requires DOE review and approval of contractor-prepared safety basis documentation for nuclear facilities that reflects up-to-date facility conditions and operations, identifies hazards and potential accident scenarios and consequences, and establishes adequate controls for work to be performed safely, thereby providing DOE a basis for authorizing work to proceed. OREM scope encompasses numerous nuclear and radiological facilities requiring preparation and maintenance of Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR), Hazard Assessment Documents (HAD), or other DOE-approved safety basis documentation.
- (b) The Contractor shall perform senior-level nuclear safety and engineering work that includes reviewing submissions by other OREM contractors, such as nuclear facility and operations safety authorization basis documentation; supporting assessments; and providing Conduct of Engineering support. The Contractor shall also track, schedule, and assist in the prioritization of document reviews and provide related support.
- (c) Support activities include assistance in the DOE oversight of OREM nuclear safety and engineering programs and their implementation, including but not limited to:
- (1) Analyses, reviews, assessments, surveillances, walkthroughs, and recommendations in the areas of nuclear safety basis; nuclear criticality safety; safety system oversight; nuclear facility maintenance; conduct of operations; conduct of engineering; and other contractor safety management programs and implementation.

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- (2) Preparation or revision of procedures for the review and approval process of safety documentation and the evaluation of contractors' unreviewed safety questions (USQ) process procedures and their implementation, including review of USQ screens and evaluations.
 - (3) Review of 10 CFR 830- and DOE Standard 1189-compliant safety basis documents and provide recommendations for approval or disapproval, including:
 - (A) 10 CFR 830-compliant Documented Safety Analyses (DSAs).
 - (B) Technical Safety Reviews.
 - (C) Preliminary Documented Safety Analysis (PDSA).
 - (D) Final Hazard Categorization Documents, e.g. Hazard Assessment Documents (HADs).
 - (E) Justifications for Continued Operation (JCOs).
 - (F) Unreviewed Safety Question (USQ) change packages and procedures.
 - (G) DOE Standard 1189 related documents and safety documents for new facilities and major modifications.
 - (H) Safety basis change packages.
 - (I) Safety basis design documents and Safety Documentation Plans.
 - (J) DOE Order 420.1 documents.
 - (4) Verifying that hazards are comprehensively identified, the submitted safety basis documents employ the proper hazard and accident analysis techniques, hazard controls are appropriately derived from the hazard and accident analyses, controls are properly selected and designated based on their safety significance, and selected controls are identified within PDSAs, DSAs, JCOs, and other safety basis related documents.
 - (5) Verifying that hazards are comprehensively identified, the submitted Nuclear Criticality Safety (NCS) documents employ the proper analysis techniques, controls are appropriately derived from the analysis, controls are properly selected and designated as flowing to the DSA/TSR/PDSA/other safety basis related documents.
 - (6) Verifying that controls identified in safety basis documents appropriately flow to the Technical Safety Requirements (TSRs).
 - (7) Generation of Safety Evaluation Reports (SERs), related review plans, and Inactive Waste Site (IWS) Verification Reports (VRs) as required by 10 CFR 830 and other DOE Nuclear Safety Requirements.
 - (8) Documented Safety Analysis Implementation Validation Reviews:
 - (A) Evaluating DOE prime contractors' proposed implementation plans of safety basis program requirements for facilities' safety basis documents and provide recommendations for process improvement.
 - (B) Evaluating DOE Prime contractors' implementation of NCS program requirements, design strategies, and other aspects to ensure compliance with DOE O 420.1C and 10 CFR 830.

- (9) Preparing Nuclear Criticality Evaluation Reports and related review plans for deviations from double contingency.
- (10) Verification of Fire Hazard Analyses (FHAs), emergency preparedness hazard assessments, and NCS documents for DOE prime contractors' facilities.
- (11) Evaluating and advising resolution to emergent safety issues, evaluating the adequacy of compensatory measures to address potential inadequacy of the safety analysis (PISAs), and assessing the appropriateness of long-term corrective actions and safety basis document changes to address safety issues and changes.
- (12) Validation of the adequacy of long-term corrective actions and safety basis document changes for addressing safety issues and changes
- (13) Review of Final Hazard Categorization Documents and other related safety-basis documents and provide written recommendation for approval or disapproval.
- (14) Coordinating and managing distribution, task-tracking, providing status updates, and scheduling reviews for newly prepared and revised existing safety basis documentation to meet requirements of 10 CFR 830, Subpart B, *Safety Basis Requirements*. Government-furnished software shall be used to accomplish this task.
- (15) Preparation and technical editing of review plans, reports, comments/resolution matrix and correspondence for the disposition of each of the safety documents.
- (16) Generation of Nuclear Safety-associated OREM correspondence to the DOE approval authority and/or EM Prime contractors and other entities as required.
- (17) Evaluation of inbound correspondence and safety basis documents from other DOE contractors for scope, resources, and duration of the government's safety basis reviews.
- (18) Providing feedback and recommendations to the OREM Engineering Branch Chief; Facilities Oversight Branch Chief; Safety, Security, and Waste Management Branch Chief; Operations Management Division Director; and other EM Management.
- (19) Obtaining the status of reviews from the lead reviewers and developing reports for the EM Nuclear Safety Basis and NCS Activity Report on the status of the safety document reviews.
- (20) Support tracking and data entry for the safety system oversight activities, nuclear facility maintenance oversight activities, Safety Basis, NCS, and other activities as required.
- (21) Maintaining database of activities performed and statistical determination as required for evaluation of organizational activities.
- (22) Assist in the implementation of EM Headquarters initiatives in the area of safety basis, criticality safety, safety system oversight, nuclear facility maintenance, conduct of engineering, and other areas as appropriate.
- (23) Providing Project Engineering and other specific engineering support. This includes but is not limited to being the technical engineering lead for assigned tasks,

reviewing engineering documentation and drawings for technical adequacy/compliance, and participating/leading design reviews and engineering assessments.

2.4 SCOPE OF WORK: ENVIRONMENT, SAFETY, AND HEALTH PROGRAM ASSISTANCE

- (a) The Contractor shall provide senior-level technical support to the planning, development, and implementation of OREM Environmental, Safety, and Health (ES&H) and related programs. This area entails continuous surveillance of EM project activities with an emphasis on safety, health, radiological protection, hoisting and rigging, waste management, transportation, emergency management, facility operations and security. The task includes conducting daily facility walk-downs; assessing contractor health and safety programs and field activities, work planning and execution; evaluating conduct of operations and other ES&H concerns; and assisting DOE in evaluation of contractor's programs, activities, and corrective actions.
- (b) The Contractor shall provide support to the planning, conducting, and follow-up of ES&H and related programs evaluations including Contractor Field Performance, Integrated Safety Management System (ISMS), Operational Readiness Reviews (ORRs), Readiness Assessments (RA), Independent Verification Reviews (IVRs); investigations, management assessments and other oversight activities as needed, and conducting surveillances, assessments and implementing other feedback and improvement strategies, issues identification, causal analysis, extent of condition determinations, development of resolution strategies, and development and verification of actions to prevent recurrence. The Contractor will be required to maintain detailed knowledge of DOE facility configuration and characteristics, safety basis and TSR requirements, DOE and contractor procedures and work packages.
- (c) The Contractor shall provide support through the review of health and safety, and technical documents and providing comments or a recommendation of approval, technical proposals, attending technical meetings and discussions, preparing technical position papers and correspondence based on DOE and regulatory compliance requirements. The Contractor shall be capable of articulating DOE's position in technical meetings and discussions.
- (d) Support activities include, but are not limited to:
 - (1) Preparation and review of DOE and contractor environmental, safety and health, programs, plans, procedures, and reports; data collection; data analysis and reporting; data and document configuration control; logistics; and general support to organize and perform oversight and assurance functions. This subtask will include performing various evaluations, assessments, audits, surveillance, verification of issue closures, and other duties as requested.
 - (2) Planning, conducting, and follow-up evaluations, including, but not limited to, Contractor Safety and Health programs and Field Performance, Integrated Safety

Management System (ISMS), Operational Readiness Reviews (ORRs), Readiness Assessments (RA), Independent Verification Reviews (IVRs); investigations, management assessments and other oversight activities as required.

- (3) Support in all types of assessments and corrective action tracking.
- (4) Conducting evaluations, surveillances, assessments and implementing other feedback and improvement strategies, issues identification, causal analysis, extent of condition evaluations, development of resolution strategies, and development/verification of actions to prevent recurrence.
- (5) Support with data collection and analysis, corrective action tracking system(s), data entry, data retrieval, data review and analysis, and compile reports and postings.
- (6) Assistance in oversight of contractor performance in the areas of compliance, conduct of operations, effectiveness, safety, performance, and other ES&H related initiatives.
- (7) Assist in review of Facility Modification Notices.
- (8) Assist in review and development of Site Information.
- (9) Assisting in the preparation of reports, letters, memorandums, implementing documents etc.
- (10) Assisting in the analyses and review of process knowledge, WSHPs, Radiation Protection, DQOs, SAPs, s and DQAs and other documentation.
- (11) Oversight of sanitary, hazardous and radioactive waste characterization and disposal.
- (12) Data verification and gap analysis.
- (13) Participation in/assistance in negotiation of DQOs with state and federal environmental regulators.
- (14) Assisting in the analyses and review of field sampling and analysis activities.
- (15) Assisting in the analyses and review of DOE and commercial on- and off-site treatment and disposal facility waste acceptance criteria (WAC).
- (16) Assisting in the development of scope statements for DOE prime contractors.
- (17) Assisting in the analyses and review of waste profile development and WAC compliance.
- (18) Assisting in the analyses and review of emergency management documents and assessment reports.
- (19) Assisting in the analyses and review, providing comments and or a recommendation of approval for contractor prepared security documents, programs and plans
- (20) Assisting in the analyses and review providing comments and or a recommendation of approval for DOE directives and standards.
- (21) Assisting in analysis and observations of field activities.
- (22) Assisting in the analyses and review, providing comments and or a recommendation of approval for contractor prepared plans and procedures.
- (23) Assisting with Operational Readiness Reviews.
- (24) Assisting with Readiness Assessments.
- (25) Assisting with Walkthroughs.
- (26) Assisting with Safety and health-related investigations.

- (27) Assisting with Hazards Analyses.
- (28) Assisting with Health and Safety Plans.
- (29) Assisting with Conduct of Operations Program.
- (30) Assisting with For-Cause Reviews.
- (31) Assisting with Accident Investigations.
- (32) Assisting with Surveillances, inspections, and audits.

2.5 SCOPE OF WORK: QUALITY ASSURANCE PROGRAM ASSISTANCE

- (a) The Contractor shall provide technical support to the QA Branch (QAB) in the development, implementation, maintenance and evaluation of the OREM QA Program; Contractor Assurance System (CAS) oversight and OREM Federal Performance Assurance (PA) Programs; Integrated Safety Management System (ISMS), which includes Safety Culture (SC) Programs; Causal and Corrective Action Analysis, Activity and Issues Management (AIMS) support and maintenance; Data Analysis and Trending; and Quality Records Management activities in accordance with Title 10, Code of Federal Regulations (CFR), Part 830, Subpart A, *Quality Assurance Requirements*; U.S. Department of Energy (DOE) Order 414.1, *Quality Assurance*; Order 226.1, *Implementation of Department of Energy Oversight Policy*; DOE Order 450.1, *Integrated Safety Management Systems*, DOE Order 243.1, *Records Management Program*. EM Quality Assurance (EM-QA-001 Revisions 1 & 2); American Society of Mechanical Engineers NQA-1-2008 with 2009 Addenda; and International Organization of Standardization (ISO) 9001, *Quality Management Systems*.
- (b) The Contractor shall support DOE by performing oversight activities including but not limited to program development, implementation, evaluation, and maintenance, including but not limited to—
 - (1) In accordance with Title 10 CFR Part 830, Subpart A; DOE Policy and Order 226.1B, DOE Oversight Policy and DOE Order 450; NQA-1; and ISO 9001, review and recommend approval of QA, Contractor Assurance System, and ISMS program descriptions and support documentation for nuclear and non-nuclear facilities.
 - (2) Evaluate proposed QA/CAS/ISMS implementation plans drafted by OREM or other contractors for new or modified OREM contracts to provide recommendations for improvements or approval in accordance with DOE requirements.
 - (3) In accordance with Title 10 CFR Part 830, Subpart A; DOE Policy and Order 226, DOE Policy and Order 450, NQA-1, and ISO 9001, develop and revise OREM QA, ISMS, Performance Assurance and other related program descriptions, policies, and procedures for review and approval.
 - (4) Act as the QA/CAS/ISMS OREM liaison to OREM prime contractors.

- (5) Act as the OREM Point of Contact for Suspect/Counterfeit Items, Lessons Learned/Operating Experience, and Software Quality Assurance.
- (6) Provides OREM Oversight Activity Program guidance to the OREM organization.
- (7) Provide assessments coordination for QA audits, readiness activities, ISMS verification and reverification assessments.
- (8) Lead and conduct formal and informal oversight activities under the purview of the QAB, to include QA Audits, ISMS Verification Reviews and CAS/PA Reviews.
- (9) Assist and participate in Operational Readiness Reviews and Readiness Assessments of other contractors.
- (10) Quality Engineering and Quality Control for OREM construction and decontamination and decommissioning projects.
- (11) Prepare, review, and technically edit QA, CAS, PA and ISMS-related audit/assessment plans/reports and associated documentation.
- (12) Validate and verify the causal analysis and adequacy of corrective actions to resolve and prevent recurrence of QA, CAS, PA, and ISMS-related issues.
- (13) Enter, manage, and track QAB oversight activities and issues in the OREM Issues Tracking System (AIMS). This includes providing status, progress reports, and contractor coordination to ensure activities and issues are tracked to effective closure.
- (14) Prepare, review, and technically edit correspondence for all QAB oversight documents.
- (15) Data collection/analysis and reporting to support OREM oversight functions. This includes analysis and verification for tracking and trending of issues and actions and general support for maintaining operational awareness.
- (16) Assist in the analysis and review of new or revised DOE directives/standards providing comments and aid in the determination of contractor impact to implement.
- (17) Incorporate new and revised OREM directives/standards in OREM QA/CAS/ISMS program plans and procedures.
- (18) Coordinate and assist QAB Chief in the execution of the OREM Integrated Assessment Schedule, as well as external DOE and contractors' assessments activities.
- (19) Assessment and oversight activity tracking system (AIMS) administration, maintenance, data verification/validation, and user support.
- (20) Review QA database administration, maintenance, data extraction and query (Microsoft SharePoint and Power BI. Assistance and provide work knowledge to operate, manage and create Power BI reports).

- (21) OREM directives, policies and procedures to ensure documentation meets quality requirements and process in accordance with OREM Administrative Documents Control Procedure.
- (22) Maintains OREM SharePoint Site to contain all the OREM Key Management Documents and other Administrative Documents as defined in the OREM Administrative Document Control Procedure.
- (23) Maintain list of and provide qualifications guidance for all OREM Lead Assessor, Assessor, Subject matter Expert (for assessments), NQA-1 Lead Auditors, and ISO 9001 Certifications.
- (24) Provide weekly AIMS reports for the OREM Weekly Management Report.
- (25) Compile, maintain and publish OREM annual Integrated Assessment Schedule and maintain the scheduled activities records in AIMS.

2.6 SCOPE OF WORK: FACILITY OVERSIGHT TECHNICAL SUPPORT

The Contractor shall provide technical support as requested to assist with OREM facility operational oversight and programmatic management in the functional areas of Safety and Health, Work Planning and Control, Conduct of Operations, Implementation Verification, ES&H Reporting, the Occurrence Reporting and Processing System, and conduct surveillances and assessments. Activities may include the development of plans, checklists, procedures, reports, and narrative system descriptions; conduct of internal and/or external technical reviews and site inspections; observance of work performance; corrective action generation, progress monitoring, and tracking; data analysis, trending, and reporting; participation in benchmarking and/or continuous improvement initiatives; and other initiatives, as directed. The Contractor will be required to access, extract, and analyze information systems (e.g., OREM issues management system, ORPS, OpEx/LL, etc.) as required. Specific areas of support are identified by the Operations Management Branch Chiefs and/or Operations Management Division Director.

2.7 SCOPE OF WORK: SUPPLEMENTAL SCOPE

As requested, additional support may be required periodically, on a limited or extended basis as conditions dictate, either as an adjunct to base scope described above, or in any of the following technical areas:

- (a) Project Engineering Support to Construction and/or Design Projects

Provide Project Engineering, technical, and other engineering support to OREM's portfolio of projects. This includes, but is not limited to, serving as the technical engineering lead for assigned projects reporting to the Engineering Branch Chief. This also includes reviewing engineering documentation and drawings for technical adequacy/compliance, participating in/leading design reviews and engineering assessments, reviewing submittals/deliverables from other site

contractors, performing assessments of other site contractor activities in conduct of engineering, and providing feedback on other contractors' performance to their respective COR and CO. Additionally, the Contractor will provide dedicated support and integration as a member of the Integrated Project Team to the OREM Project Manager and/or Deputy Federal Project Director for assigned projects to ensure compliance with engineering requirements and technical adequacy of contractor proposed actions.

(b) Communications Assistance

- (1) OREM has a robust communications program that is responsible for providing internal and external communications to employees, interested stakeholders, DOE-EM Headquarters, and the public. The Contractor is required to provide support to the planning, development, and implementation of the communications program. This area includes building a presentation library; planning all employee meetings; maintaining/updating internal and external websites; assisting with event planning; developing answers to media inquiries; shooting, editing, producing, and distributing multimedia products; video storytelling; new program production; and other duties as assigned.
- (2) Communications support activities and expertise include, but are not limited to:
 - (A) Developing executive multimedia presentations and developing and maintaining an archive of presentations for future use.
 - (B) Assisting with media inquiries and working with appropriate staff to ensure accurate and timely communication to the media.
 - (C) Planning and organizing meetings for internal and external audiences.
 - (D) Planning events to celebrate agency accomplishments.
 - (E) Writing articles for internal and external publications.
 - (F) Communicating through internal and external websites (e.g., SharePoint; Energy.gov; EM Communications Portal, EM newsletters, etc.).
 - (G) Providing a full suite of multimedia graphics support.
 - (H) Video production and electronic content development for use on social media platforms and television.
 - (I) Production of the EnergyCast news program.

(c) Miscellaneous Support

In addition to the above, the Contractor may be requested to provide support in the following general areas or technical and engineering disciplines:

- (1) Management Systems Implementation (ISMS Program, QA Program, Environmental Management Systems)
- (2) Emergent safety issues
- (3) Authorization Basis
- (4) Comments resolution matrix

- (5) Correspondence for the disposition of ES&H documents
- (6) Safety and Health
- (7) Health Physics
- (8) Industrial Hygiene
- (9) Transportation Safety
- (10) Dispersion Modeling
- (11) Project Engineer support
- (12) Structural Engineering
- (13) Electrical Engineering
- (14) Fire Protection
- (15) Seismic Engineering
- (16) Industrial Safety
- (17) Construction Safety
- (18) Occupational Medicine
- (19) Hoisting and Rigging Program
- (20) Electrical Safety
- (21) Chemical Safety
- (22) Nuclear Criticality Safety
- (23) Nuclear Safety
- (24) Laboratory Safety
- (25) Radiation Protection
- (26) Systems Engineering
- (27) Environmental Compliance
- (28) Waste Management
- (29) Emergency Management
- (30) Health Studies
- (31) Risk Analysis (human health, ecological)
- (32) Worker Advocacy
- (33) Facility Representative Program
- (34) Price-Anderson Amendments Act
- (35) National Environmental Policy Act (NEPA) and/or National Historic Preservation (NHP) Act

2.8 SCOPE OF WORK: OTHER EXTERNAL SUPPORT

As requested by OREM, additional specific expertise in a variety of technical areas may be provided to respond to requests from the Office of Environmental Management

outside OREM for support in the planning, conducting, and following-up of environment, safety, health, and quality assurance assessments, including, but not limited to, Safety and Health areas, Integrated Safety Management Systems Verifications, Operational Readiness Reviews, Accident Investigations, and functional area audits and assessments.

2.9 SCOPE OF WORK: RECORDS MANAGEMENT

- (a) The Contractor shall ensure all records (*as defined at 44 U.S.C. § 3301*) that are generated or received in the performance of this task order are managed and turned over in accordance with OREM's Records Management policies, procedures, and processes.
- (b) All records generated or received in the performance of this task order are the property of the Government.

2.10 SCOPE OF WORK: OUTGOING TRANSITION

- (a) DOE's need for the services provided by this task order will continue beyond the period of this task order and a follow-on contract will be awarded to ensure that performance continues with no break in service. If the Contractor is not awarded a follow-on contract, then the final weeks of performance (as directed by the CO), shall include the performance of outgoing transition work while the incoming contractor assumes responsibilities similar to those in Subsection 2.2, *Scope of Work: Incoming Transition*.
- (b) The Contractor shall coordinate diligently and professionally with the incoming contractor to ensure that services continue without interruption during the transition period and are transitioned to the incoming contractor in a smooth and orderly manner. The Contractor shall actively assist the execution of the incoming contractor's transition plan. This includes, without limitation—
 - (1) The Contractor shall not unreasonably hinder its non-management employees performing work under this task order from interviewing for continued employment with the incoming contractor (including its subcontractors) and shall promptly upon request provide such employees' contact information to the incoming contractor. The Contractor shall flow-down this requirement to its Major and Critical subcontractors (as defined in paragraph 7.11(a)).
 - (2) For Contractor employees who accept continued employment with the incoming contractor (including its subcontractors), the Contractor shall reasonably make available sufficient information to enable the employee's accrued benefits, work history, and other perquisites of seniority to be honored in accordance with the incoming contractor's policies. The Contractor shall flow-down this requirement to its Major and Critical subcontractors.
 - (3) The Contractor (including subcontractors at any tier) shall, in coordination with the incoming contractor and as directed by the CO or COR, disposition all Government property obtained or created in the course of performing this task

order — including Government-furnished and contractor-acquired property and records.

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3. SECTION 3 - PACKAGING AND MARKING

3.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

- (a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies, by number, the contract and task order pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this task order as identified in Subsection 6.3, *Task Order Administration*, of the task order, or if none, to the CO.

INFORMATION COPY

4. SECTION 4 - INSPECTION AND ACCEPTANCE

4.1 CLAUSES INCORPORATED BY REFERENCE – SECTION 4

- (a) Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, *Clauses Incorporated by Reference*, of this contract.

Clause No.	FAR Reference	Title
(1)	52.246-16	Responsibility for Supplies (APR 1984)

4.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this task order shall be accomplished by the Contracting Officer in accordance with FAR 52.246-6, *Inspection – Time-and-Material and Labor-Hour* (May 2001). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

INFORMATION COPY

5. SECTION 5 - DELIVERIES OR PERFORMANCE

5.1 CLAUSES INCORPORATED BY REFERENCE - SECTION 5

- (a) Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, *Clauses Incorporated by Reference*, of this task order.

Clause No.	FAR Reference	Title
(1)	52.242-15	Stop-Work Order (AUG 1989) Alternate I (APR 1984)

5.2 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)

- (a) Work under this task order will be performed primarily at the following location(s):
- OREM offices in Oak Ridge, Tennessee.
- (b) In accordance with Subsection 5.4, *Telework*, some tasks may be performed remotely, from the Contractor's offices, other government offices, the worker's residence, or elsewhere.
- (c) Some positions may also require occasional travel. Most such travel will be within the United States; rarely, international travel may be required.
- (d) During the period of performance for this task order, OREM anticipates that the OREM-provided office space will not be available for a period of time as OREM vacates its existing building and later acquires new office space elsewhere in the Oak Ridge area. The Government will coordinate with the Contractor to provide limited office space during this relocation period for essential tasks which cannot be performed via telework. For all other tasks, the Contractor will be expected to arrange for its workers to telework as provided in Subsection 5.4 *Telework*.

5.3 PERIOD OF PERFORMANCE

- (a) The period of performance for this task order includes a three-year base period (comprising one month of transition from the incumbent contractor and 35 months of full responsibility by the Contractor), and two one-year option periods.
- (b) The task order period of performance and the transition period begin on the effective date of the Contracting Officer's Notice to Proceed (NTP).

5.4 TELEWORK

- (a) *Definition.* In this task order, “telework” refers to all work accomplished by Contractor personnel (including subcontractor personnel at any tier) when they are not physically located in an OREM-controlled office in the vicinity of Oak Ridge, Tennessee, or performing field work at Oak Ridge Reservation sites. Telework includes work performed at remote offices (including Contractor-controlled workspaces) and work performed while on travel status in support of this task order (other than the travel itself).
- (b) *Eligibility and Authorization.* Certain tasks of the PWS can be accomplished remotely through telework. Positions that are eligible for telework will be identified in the position description. Telework for eligible positions must be authorized in advance by the Contracting Officer (CO) and comply with the Contractor’s/subcontractor’s written telework policy, which shall be provided to the CO. Such authorization must specifically identify the individual task(s) or position(s) it covers.
- (c) *Schedule.* Telework may be authorized on a regularly scheduled (Routine) basis, an ad hoc/emergency (Situational) basis, or both. Unless specifically exempted in writing by the CO, Routine telework must follow the customary telework schedule (including alignment with customary in-office/non-telework days) of the department/work-unit that the worker supports. The Contracting Officer’s Representative (COR) will monitor telework in accordance with the CO’s authorization. The Contractor shall monitor its employees’ (and subcontractors’ employees’) telework for compliance with the applicable telework policy.
- (d) *Procedure.* Telework is a privilege that may be denied, modified, or revoked at the CO’s discretion. The Government will not require that telework be performed from a particular location, though it may disallow unsuitable locations with reasonable written justification. The Contractor shall, in accordance with its written policy, determine the worksite(s) for teleworkers, which may be any suitable location, including the Contractor’s offices, other Government offices, the worker’s residence, or elsewhere.
- (e) *Equipment and worksite.* Effective telework requires suitable equipment and connectivity and a safe, clean, and secure worksite free of significant distractions. Unless authorized by OREM local policy—and approved in writing in advance by the CO—the Government shall not reimburse any costs associated with acquiring, setting up, or maintaining suitable telework equipment or facilities, nor is the Government required to provide telework equipment or facilities. If the Government chooses to furnish telework equipment or facilities, the Contractor shall be responsible for their care, cleanliness, and security as with all other Government-furnished equipment and facilities. Failure, damage, loss, theft, or unavailability of Contractor-furnished telework equipment or facilities shall not excuse performance of the contract.
- (f) *Location.* Unless an exception is approved in writing in advance by the CO, Contractor employees must be physically within the United States of America when teleworking.

- (g) *Inspection.* The Government's right to inspect Contractor work areas for safety (see paragraph 2.1(m)) includes areas in traditional office building settings—even if workers are teleworking—but excludes areas where Contractor personnel are teleworking pursuant to this subsection and have a reasonable expectation of personal privacy, such as the worker's residence. However, the Government may request to inspect such areas by consent and unreasonably withholding such consent may be grounds for the Contracting Officer to limit or rescind the Contractor's telework authorization.

5.5 DELIVERY OF LIMITED RIGHTS DATA

- (a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this task order. Such data shall be subject to the provisions of the clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), *Protection of limited rights data and restricted computer software*, with Alternate II, which is incorporated into this task order.
- (b) The limited rights data subject to the clause at FAR 52.227-14, *Rights in Data-General*, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

None

- (c) If a patent is issued by the United States Patent and Trademark Office (USPTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.
- (d) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.
- (e) Notwithstanding any other provision of this task order, the following data shall be delivered to the Government with unlimited rights: ***All data delivered to this task order.***

5.6 DELIVERY OF RESTRICTED COMPUTER SOFTWARE

- (a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this task order. Such restricted computer software shall be subject to the provisions of clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), *Protection of limited rights data and restricted computer software*, with Alternative III, which is incorporated into this task order.

- (b) The restricted computer software subject to the clause at FAR 52.227-14, *Rights in Data-General*, are listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

None

- (c) If a patent is issued by the United States Patent and Trademark Office (USPTO) or the patent office of any foreign country based on any information asserted to be restricted computer software, the Government will no longer treat any data contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.
- (d) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.
- (e) Notwithstanding any other provision of this task order, the following data shall be delivered to the Government with unlimited rights: ***All data delivered under this task order.***

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6. SECTION 6 – TASK ORDER ADMINISTRATION DATA

6.1 CONTRACTING OFFICER AUTHORITY

The Contracting Officer is responsible for administration of the task order. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the task order:

- Assign additional work within the general scope of the task order.
- Issue a change in accordance with FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours*.
- Change the cost or price of the task order.
- Change any of the terms, conditions, specifications, or services required by the task order.
- Accept non-conforming work.
- Waive any requirement of the task order.

6.2 CONTRACTING OFFICER'S REPRESENTATIVE

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this task order and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

6.3 TASK ORDER ADMINISTRATION (P00001)

- (a) To promote timely and effective task order administration, correspondence delivered to the Government under this task order shall reference the task order number, title, and subject matter, and shall be subject to the following procedures:
- (b) *Technical correspondence.* Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this task order, and a copy of any such correspondence shall be sent to the Contracts Specialist and Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this task order.

(c) *Other Correspondence.*

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.
- (2) All correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the task order, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.
- (3) Information regarding correspondence addresses and contact information is as follows:
 - (A) Contracting Officer
 - (A) Name: Ian Rexroad
 - (B) Tel. number: 513-262-3285
 - (C) Address: 550 Main St., Room 7-010, Cincinnati, OH 45202
 - (D) Email address: ian.rexroad@emcbc.doe.gov
 - (B) Contracting Officer's Representative
 - (A) Name: Henry Mutka
 - (B) Tel. number: [REDACTED]
 - (C) Address: 301 Laboratory Rd, Room 01022, Oak Ridge, TN 37830
 - (D) Email address: [REDACTED]
 - (C) Intellectual Property Counsel
 - (A) Name: [TBD]
 - (B) Tel. number: [TBD]
 - (C) Address: [TBD]
 - (D) Email address: [TBD]

6.4 BILLING INSTRUCTIONS

- (a) The Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each task order.
- (b) The Contractor shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.
- (e) *Statement of Cost.* The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
- (1) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (2) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the task order.
 - (3) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (4) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
 - (5) The Statement of Cost must include a breakdown of costs by PWS area.
 - (6) A breakdown of the percentage of cost of task order performance incurred for Contractor personnel, and the personnel of its team members if the Contractor is a Contractor Team Arrangement, and the cost of task order performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, *Limitations on Subcontracting*.
- (f) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (1) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, communications specialist/assistant, senior graphics specialist, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
 - (2) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

The Contractor's approved rate, up to the applicable ceiling rate specified in Subsection 1.6, *Non-Labor Cost – Indirect Ceiling Rate*, will be applied for any non-labor costs incurred.

- (3) All claimed subcontractor costs must be supported by submitting the same details as outlined herein.

6.5 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING

- (a) The Contracting Officer will document the Contractor's performance under this task order by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Information in CPARS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management, and (5) cost/price. CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall adhere to the process and associated timeline found in the *User Manual for Contractor Performance Assessment Reporting System (CPARS)*.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has its own Unique Entity Identifier (UEI), a single assessment will be prepared for the joint venture using its UEI. If the joint venture does not have a UEI, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the task order in accordance with other applicable clauses in this task order.

6.6 NON-SUPERVISION OF CONTRACTOR EMPLOYEES

The Government shall not exercise any supervision or control over Contractor employees performing services under this task order. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for task order performance to the Government.

6.7 CONTRACTOR'S PROGRAM MANAGER

- (a) The Contractor shall designate a Contractor's Program Manager to serve in the Contractor's local facility as described in Subsection 5.2, *DOE-F-2002 Place of Performance - Services*, who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder, and have supervisory control over the Contractor's employees assigned to perform work under this task order. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this task order.
- (b) The Contractor's Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the task order. The Contractor's Program Manager shall develop work and staffing plans for all PWS areas and provide written monthly status reports to the COR.
- (c) The Contractor's Program Manager is a Key Person under Subsection 7.27, *DOE-H-2070 Key Personnel*. Their duty station shall be Oak Ridge, Tennessee, and they shall reside within commuting distance of Oak Ridge.

6.8 DEFECTIVE OR IMPROPER INVOICES

- (a) The name, title, phone number, e-mail, and complete mailing address of those officials of the business concern who are to be notified when DOE receives a defective or improper invoice are as follows:

Name: [REDACTED]
Title: **Business Manager**
Phone Number: [REDACTED]
Mail Address: [REDACTED]

7. SECTION 7 - SPECIAL TASK ORDER REQUIREMENTS

7.1 CONSECUTIVE NUMBERING

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

7.2 POSITION QUALIFICATIONS

The Contractor shall provide personnel for the performance of this task order, whether employees of the Contractor or employees of a subcontractor, which satisfy the applicable labor category's minimum qualifications set forth in Section 9, Attachment 9-4, *Position Qualifications*. Exceptions may only be made by the Contracting Officer, in writing.

7.3 ALTERNATIVE DISPUTE RESOLUTION

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of task order requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board composed of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

7.4 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award contracts to other contractors for work to be performed at a DOE-owned or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

7.5 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN

- (a) Within 15 calendar days after the Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during task order performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the task order. The Plan shall include, as a minimum, the following:
- (1) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the task order.
 - (2) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
 - (3) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

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

7.6 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS

- (a) Pursuant to Executive Order 13834, Efficient Federal Operations, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:
 - (1) Alternative Fueled Vehicles and Alternative Fuels;
 - (2) Biobased Content Products (USDA Designated Products);
 - (3) Energy Efficient Products;
 - (4) Non-Ozone Depleting Alternative Products;
 - (5) Recycled Content Products (EPA Designated Products); and
 - (6) Water Efficient Products (EPA WaterSense Labeled Products).
- (b) The Contractor should become familiar with these information resources:
 - (1) Recycled Products are described at <http://epa.gov/cpg>.
 - (2) Biobased Products are described at <http://www.biopreferred.gov>.
 - (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
 - (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>.
 - (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.

- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.
- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report, and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

7.7 FEDERAL HOLIDAYS AND OTHER CLOSURES

- (a) *Regularly scheduled. Federal workdays.* Federal offices are generally open for business Monday through Friday and are closed on Saturdays and Sundays.
- (b) *Designated Federal holidays.* Federal employees observe and Federal offices are closed on the following holidays, defined in U.S. Code Title 5, Section 6103:
 - (1) New Year's Day, January 1.
 - (2) Birthday of Martin Luther King, Jr., the third Monday in January.
 - (3) Washington's Birthday, the third Monday in February.
 - (4) Memorial Day, the last Monday in May.
 - (5) Juneteenth National Independence Day, June 19.
 - (6) Independence Day, July 4.
 - (7) Labor Day, the first Monday in September.
 - (8) Columbus Day, the second Monday in October.
 - (9) Veterans Day, November 11.
 - (10) Thanksgiving Day, the fourth Thursday in November.
 - (11) Christmas Day, December 25.
- (c) *Observance.* Generally, Federal holidays that fall on a Saturday are observed on the preceding Friday and holidays that fall on a Sunday are observed on the subsequent Monday.
- (d) *Other Federal Holidays.* Federal offices may close in observance of other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation. Historical examples include Inauguration Day for the President of the United States (generally limited to the National Capital Region) and a National Day of Mourning following the deaths of former presidents.
- (e) *Unscheduled closures.* Occasionally, an individual Federally owned or controlled site or facility will be closed, open later than usual, or have an early closure on a normal workday for other reasons, such as inclement weather, safety risks, or facility

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

- (f) The Contractor shall provide the services required by the task order at Federally owned or controlled sites or facilities on all regularly scheduled Federal workdays and other days as may be required by the task order. The Contractor shall not provide the services required by the task order on those days, or portions thereof, when Federal offices are closed, except as required under paragraph (g) below. Accordingly, the Contractor's employees, whose regular duty station in performance of this task order is a Federally owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (b) above, unless required by paragraph (g) below.
- (g) There may be times that the Contractor is required to perform the services required by the task order on a Federal holiday or other closure times. The Contractor shall provide sufficient personnel to perform the contractually required work on those days, as directed by the Contracting Officer's Representative (COR). The Contractor shall coordinate with the COR to ensure that its employees are able and permitted to access the facilities their necessary facilities.
- (h) In accordance with the payment and other applicable clauses of this task order, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the task order due to a scheduled or unscheduled closure of Federal offices as contemplated in this Subsection, except to the extent the Contractor's employees work remotely consistent with Subsection 5.4, *Telework*.

7.8 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION

In implementation of the clause at DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the task order shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this task order. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

7.9 INSURANCE REQUIREMENTS

- (a) In accordance with clause FAR 52.228-7, *Insurance – Liability to Third Persons*, the following types and minimum amounts of insurance shall be maintained by the Contractor:
- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) Employer's liability – \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability – \$500,000.
 - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
 - (5) Comprehensive automobile bodily injury liability – \$200,000 per person and \$500,000 per occurrence.
 - (6) Comprehensive automobile property damage – \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance when requested by the Contracting Officer. The Contracting Officer may require such evidence to be provided prior to the commencement of work under the task order.

7.10 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 C.F.R. Part 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the task order. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 C.F.R. Part 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

- INFORMATION COPY
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
 - (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s) and notify DOE.
 - (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the task order amount or extension of the performance schedule due to any stop-work order issued under this clause.
 - (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
 - (g) In the event of a conflict between the requirements of this clause and 10 C.F.R. Part 851, the requirements of 10 C.F.R. Part 851 shall take precedence.

7.11 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS

- (a) In this task order, a “major” subcontractor is (1) a subcontractor, at any tier, that is expected to perform more than \$5 million of work over the life of the task order or (2) the performer of any subcontract for which consent is required by FAR 52.244-2, *Subcontracts*, paragraphs (b), (c), or (d); a “critical” subcontractor is a subcontractor, at any tier, with highly specialized capabilities to successfully execute the Performance Work Statement requirements, regardless of the subcontract value. Any subcontract performed by a Major or Critical subcontractor is, respectively, a Major or Critical subcontract.
- (b) The following subcontractors have been determined to be Major or Critical subcontractors:

Company: Navarro Research and Engineering, Inc.

Role: Major Subcontractor

Company: Link Technologies, Inc.

Role: Major Subcontractor

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

7.12 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

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

7.13 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

- (a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel and its subcontractors' personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contractor shall flow down these requirements to subcontractors at any level. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify, or delete specific requirements.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 472.2A	Personnel Security

7.14 CONFIDENTIALITY OF INFORMATION

- (a) Performance of work under this task order may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to—
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this task order;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the task order. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this task order, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this task order and identify the source of the information.
- (f) The Contractor shall flow down this clause to all subcontracts at any level.

**7.15 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND
THIRD-PARTY SERVICES**

- (a) *Acquisition of Information Technology.* The Government may provide information technology equipment, existing computer software (as described in 48 C.F.R. 27.405), and third-party services for the Contractor's use in the performance of the task order; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third-party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third-party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third-party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third-party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this task order the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this task order without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the task order pursuant to the clause at *Department of Energy Directives*.

7.16 SAFEGUARDS AND SECURITY PROGRAM (P00001)

- (a) The Contractor agrees to comply with all security regulations and task order requirements as incorporated into the task order.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

<u>Directive</u>	<u>Title</u>
DOE O 206.2 Chg. 2	Identity, Credential, and Access Management (ICAM)
DOE O 470.1A	Safeguards and Security Program Operations Management
DOE O 470.4C	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.7	Controlled Unclassified Information
DOE O 471.6 Chg. 4	Information Security
DOE O 472.2A Chg. 1	Personnel Security
DOE O 475.2B	Identifying Classified Information

7.17 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES

- (a) Pursuant to the Government Property clause of this task order, the Government shall, during the period of performance of this task order, furnish to the Contractor workspace for approximately 40 Contractor personnel. See Section 5 clause *Place of Performance – Services*, for details regarding which contractor personnel are anticipated to be located in the Government-provided office space as compared to the contractor-provided office space.
- (b) As necessary during task order performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

7.18 CONFERENCE MANAGEMENT

- (a) The Contractor shall ensure that Contractor-sponsored conferences reflect the DOE/NSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

- (b) For the purposes of this subsection, “conference” is defined in the Deputy Secretary’s memorandum of August 17, 2015, *Updated Guidance on Conference-Related Activities and Spending*.
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
- (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor—
 - covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences it plans to sponsor with expected costs exceeding \$100,000 in the Department’s Conference Management Tool, including:
- Conference title, description, and date
 - Location and venue
 - Description of any unusual expenses (e.g., promotional items)
 - Description of contracting procedures used (e.g., competition for space/support)
 - Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - Number of attendees
- (f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the Contracting Officer.
- (g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the Contracting Officer.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the

conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE—

- covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
- (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-contractor-sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum—
- track all conference expenses, and
 - require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

7.19 DEPARTMENT OF ENERGY DIRECTIVES

- (a) In performing work under this task order, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section 9, Attachment 9-2, *List of Applicable DOE Directives (List B)*, or identified elsewhere in the task order.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on task order cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the task order. Within 30 days after receipt of the

Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other task order terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this task order at FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours*.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

7.20 LOBBYING RESTRICTIONS

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

7.21 APPLICABLE LAWS AND REGULATIONS

- (a) In performing work under this task order, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A list of applicable laws and regulations can be found at Section 9, Attachment 9-1, *Requirements Sources and Implementing Documents (List A)*. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

7.22 QUALITY ASSURANCE FOR WORK AFFECTING NUCLEAR SAFETY

- (a) The Contractor shall implement a Department of Energy (DOE)-approved Quality Assurance Program (QAP) (see Section 9, Attachment 9-3, *List of Deliverables*) in accordance with the current revision of the Environmental Management (EM) QAP, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).
- (b) EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2009 to be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: 1) Introduction; 2) Part I; and 3) Applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.
- (c) Contractors have three options for complying with this task order requirement:
- (1) Develop a new QAP and submit for DOE approval;
 - (2) Adopt the prior Contractor's DOE-approved QAP; or
 - (3) Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.
- (d) Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 C.F.R. Part 830, other regulations affecting QA.
- (e) The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Specifically, the contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of sub-components only from original equipment manufacturers or original equipment manufacturer authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.
- (f) The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews, if required based on the seriousness of the issue.
- (g) The Contractor shall, at a minimum, annually review and update as appropriate, its QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

7.23 CONTRACTOR EMPLOYEE TRAINING

- (a) The Contractor (including subcontractors, if any) shall provide fully qualified and trained personnel from its own resources to support OREM requirements. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies and techniques applicable to the work to be performed.
- (b) The Contractor shall ensure that all employees who perform services under this task order attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer or Contracting Officer's Representative (usually within 30 days of the first date of performance on this task order and at least once annually thereafter). *See Attachment 9-8, Contractor Employee Training Requirements.* The Contractor shall ensure that every employee is instructed to safely and competently perform the work.
- (c) Training mandated by DOE will be provided at no cost to the Contractor and Direct Productive Labor Hours (DPLH) may include reasonable time spent on such training.
- (d) Unless noted otherwise in this task order, DOE will not reimburse costs for, and DPLH does not include time spent on, training to maintain or obtain knowledge, skills, certifications, degrees, or continuing education related to the worker's current position or career progression.

7.24 TASK ASSIGNMENT PROCEDURES

- (a) Only the Contracting Officer, unless the Contracting Officer authorizes otherwise, may issue task assignments to the Contractor, providing specific authorization or direction to perform work within the scope of the task order and as specified in the schedule. The Contractor may only incur, and be paid, costs/prices under this task order in performance of task assignments and task assignment modifications issued in accordance with this clause. No other costs/prices are authorized unless otherwise specified in the task order or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task assignment, the CO will provide the Contractor with information to include the following:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task assignment, the required deliverables, and schedule/period of performance for the task assignment.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, schedule of deliverables, appropriate cost or price information, and any other information required to determine the reasonableness of the Contractor's proposal.

- (c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task assignment to the Contractor containing, as a minimum, the following:
 - (1) Date of the task assignment.
 - (2) Task assignment number.
 - (3) Functional description of the work identifying the objectives or results desired from the task assignment, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If task order funding is by individual task assignment, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five (5) calendar days after receipt of the task assignment.

7.25 ANNUAL PAYROLL AND RESIDENCY REPORT

In order to develop reports on the economic impact of DOE-support programs in the Oak Ridge area, by January 15th of each year, the Contractor shall submit employment, payroll, and residence data for the prior calendar year. Oak Ridge Contractor Industrial Relations personnel will distribute the required template to be utilized for the given annual data submittal.

7.26 MONTHLY TASK ORDER STATUS REPORTS

- (a) The Contractor shall submit monthly task order progress reports. At a minimum, the reports shall contain the following information:
 - (1) Task order number.
 - (2) Total task order price and total amount invoiced by CLIN.
 - (3) Significant issues, problems, and concerns associated with the task order.
 - (4) Summary of activities performed during the month and the current status of each activity.
 - (5) Status of the task order schedule.
 - (6) An itemized breakdown of cost and DPLHs utilized per labor category per date.

7.27 DOE-H-2070 KEY PERSONNEL (OCT 2014) – ALTERNATE I (OCT 2014)
(REVISED)

- (a) Pursuant to the clause at DEAR 952.215-70, *Key Personnel*, the key personnel for this contract are identified below:

<u>Name</u>	<u>Position</u>	<u>Primary Duty Location</u>
[REDACTED]	Contractor's Program Manager	Oak Ridge, TN
[REDACTED]	Lead Senior Nuclear Safety Specialist	Oak Ridge, TN
[REDACTED]	Lead Industrial Health Specialist	Oak Ridge, TN

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

- (b) *Key personnel team requirements.* The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.
- (c) No key personnel position shall remain vacant for a period more than 30 days following CO approval of a removal or replacement in key personnel.
- (d) The Lead Senior Nuclear Safety Specialist and Lead Industrial Health Specialist Key Personnel must have the ability to obtain and maintain a "Q" clearance level by the end of the Transition period.
- (e) *Definitions.* In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
- (1) The term "reasonably in advance" is defined as 30 calendar days.
 - (2) Key personnel are considered "managers" for purposes of the clause at FAR 52.228-7, *Insurance -- Liability to Third Persons*.
- (f) *Contract price reductions for changes to key personnel.*
- (1) Notwithstanding the approval by the Contracting Officer, any time the Contractor's Program Manager is removed, replaced, or diverted within three (3) years of being placed in the position, the total price of the task order may be permanently reduced by \$50,000.00 for each and every such occurrence.
 - (2) Notwithstanding the approval by the Contracting Officer, any time a key person other than the Contractor's Program Manager is removed, replaced, or diverted within three (3) years of being placed in the position, the total price of the task order may be permanently reduced by \$25,000.00 for each and every such occurrence.

- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in task order price. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of the subject key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in task order price.

7.28 DOE-H-2087 MANAGEMENT OF FEDERAL RECORDS (OCT 2024) (P00001)

(a) Definitions

Federal record — as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

- (1) includes Department of Energy (DOE) records;
- (2) applies to records created, received, or maintained by contractors in performance of their DOE contracts;
- (3) may include deliverables and documentation associated with deliverables;
- (4) does not include personal materials.

(b) Requirements.

- (1) The Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. § 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
- (2) In accordance with 36 CFR § 1222.32, all data created for Government use and delivered to, or falling under the legal control of the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. § 552), as amended, and the Privacy Act of 1974 (5 U.S.C. § 552a), as amended. Federal records must be created, managed, and maintained in electronic format to the greatest extent possible, must include applicable metadata, and be scheduled for disposition only as permitted by statute or regulation, and in accordance with a NARA and agency-approved Federal records schedule.
- (3) In accordance with 36 CFR § 1222.32, the Contractor shall maintain all records created for Government use or created while performing the contract and delivered to,

or under, the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data. Systems that contain Federal records must be configured to properly protect and maintain Federal records in accordance with their NARA and agency-approved records schedule and secured from tampering or deletion.

- (4) In accordance with 36 CFR § 1230, DOE and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOE or destroyed, except when done so in accordance with the provisions of the NARA and agency-approved records schedules and fully documented using existing processes. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must immediately report the loss to the Contracting Officer and the DOE Records Program Official.
- (5) Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, and administrative, technical, and physical safeguards are established to ensure the security and confidentiality of information, data, documentary material, records, and equipment.
- (6) The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Contracting Officer.
- (7) When information, data, documentary material, records, or equipment is no longer required, and has met its retention requirements in accordance with a NARA and agency-approved records schedule, the Contractor shall, in coordination with the Contracting Officer and DOE Records Management officials, comply with applicable disposition requirements. The Contractor must identify both temporary and permanent records in their custody and utilize existing DOE systems or associated processes to properly disposition the record. The process may vary from office to office. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with paragraph (4).
- (8) Any record created or maintained by the Contractor that contains non-public DOE information must be specifically tied to or authorized by the contract. All electronic information produced for public consumption under this contract shall be compliant with Section 508 of the Rehabilitation Act (29 U.S.C. § 798).
- (9) The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 (5 U.S.C. § 552a) or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act (5 U.S.C. § 552).
- (10) Training. The Contractor shall ensure that all Contractor employees assigned to this contract who create, work with, or otherwise handle Federal records take National

Archives and Records Administration (NARA) -approved records management and controlled unclassified information (CUI) training prior to accessing or handling Federal records. The Contractor is responsible for confirming training has been completed, including initial training and annual or refresher training, and shall provide evidence of completed training to the Contracting Officer upon request. To fulfill this requirement, an applicant may choose to use DOE-provided training.

- (c) *Flowdown of requirements to subcontractors.* The Contractor shall incorporate the substance of this clause, its terms and requirements, including this paragraph, in all subcontracts in support of this contract that require the handling or management of Federal records generated under, or relating to, this contract.

7.29 DOE-H-2089 COMPLIANCE WITH FEDERAL ANTI-DISCRIMINATION LAWS (APR 2025) (P00001)

- (a) *Definition.* As used in this clause—

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

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

(End of Clause)

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8. SECTION 8 - CONTRACT CLAUSES

8.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (P00001)

- (a) This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/far>

For DOE Acquisition Regulation (DEAR) clauses:
<https://www.acquisition.gov/dears>.

The Section 8 clauses in the following table are incorporated by reference:

Clause No.	FAR/DEAR Reference 48 C.F.R.	Title	Fill-In Information See FAR 52.104(d)
(1)	52.202-1	Definitions (Jun 2020)	
(2)	52.203-3	Gratuities (Apr 1984)	
(3)	52.203-5	Covenant Against Contingent Fees (May 2014)	
(4)	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
(5)	52.203-7	Anti-Kickback Procedures (Jun 2020)	
(6)	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
(7)	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
(8)	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
(9)	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
(10)	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
(11)	52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
(12)	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
(13)	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	

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Clause No.	FAR/DEAR Reference 48 C.F.R.	Title	Fill-In Information See FAR 52.104(d)
(14)	52.204-13	System for Award Management Maintenance (Oct 2018)	
(15)	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
(16)	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
(17)	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)	
(18)	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
(19)	52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)	
(20)	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
(21)	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
(22)	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
(23)	52.210-1	Market Research (Nov 2021)	
(24)	52.215-2	Audit and Records – Negotiation (Jun 2020)	
(25)	52.217-8	Option to Extend Services (Nov 1999)	The Contracting Officer may exercise the option by written notice to the Contractor within <u>30 calendar days of the task order expiration date.</u>
(26)	52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 30 Days; 60 Days (c) 5 years and 6 months
(27)	52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
(28)	52.219-8	Utilization of Small Business Concerns (Jan 2025)	
(29)	52.219-14	Limitations on Subcontracting (Oct 2022)	
(30)	52.219-28	Postaward Small Business Program Rerepresentation. (Jan 2025)	

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Clause No.	FAR/DEAR Reference 48 C.F.R.	Title	Fill-In Information See FAR 52.104(d)
(31)	52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (Oct 2022)	
(32)	52.222-3	Convict Labor (Jun 2003)	
(33)		[RESERVED]	
(34)		[RESERVED]	
(35)	52.222-37	Employment Reports on Veterans (Jun 2020)	
(36)	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
(37)	52.222-50	Combating Trafficking in Persons (Oct 2025)	
(38)	52.222-54	Employment Eligibility Verification (Jan 2025)	
(39)	52.222-55	Minimum Wages Under Executive Order 14026 (Jan 2022)	
(40)	52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
(41)	52.223-10	Waste Reduction Program (May 2024)	
(42)	52.223-23	Sustainable Products and Services (May 2024)	
(43)	52.225-1	Buy American – Supplies (Oct 2022)	
(44)	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
(45)	52.226-7	Drug-Free Workplace (May 2024)	
(46)	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)	
(47)	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
(48)	52.227-3	Patent Indemnity (Apr 1984)	
(49)	52.228-7	Insurance -- Liability to Third Persons (Mar 1996)	
(50)	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (Nov 2021)	(h)(2) 30th
(51)	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
(52)	52.232-17	Interest (May 2014)	
(53)	52.232-22	Limitation of Funds (Apr 1984)	
(54)	52.232-23	Assignment of Claims (May 2014)	
(55)	52.232-25	Prompt Payment (Jan 2017)	
(56)	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)	
(57)	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
(58)	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
(59)	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	

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Clause No.	FAR/DEAR Reference 48 C.F.R.	Title	Fill-In Information See FAR 52.104(d)
(60)	52.233-3	Protest after Award (Aug 1996)	
(61)	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
(62)	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
(63)	52.237-3	Continuity of Services (Jan 1991)	
(64)	52.239-1	Privacy or Security Safeguards (Aug 1996)	
(64-A)	52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024).	
(65)	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
(66)	52.242-3	Penalties for Unallowable Costs (Dec 2022)	
(67)	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
(68)	52.242-13	Bankruptcy (Jul 1995)	
(69)	52.243-3	Changes – Time-and-Materials or Labor-Hours (Sep 2000)	
(70)	52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)	
(71)	52.245-1	Government Property (Sep 2021), as modified by DEAR 952.245-5 by adding “and DOE Acquisition Regulation Subpart 945.5” after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.	
(72)	52.245-9	Use and Charges (Apr 2012)	
(73)	52.246-25	Limitation of Liability – Services (Feb 1997)	
(74)	52.248-1	Value Engineering (Jun 2020)	(m) Contracting Officer fill in at award for paragraph (m)
(75)	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alternate IV (Sept 1996)	
(76)	52.249-14	Excusable Delays (Apr 1984)	
(77)	52.251-1	Government Supply Sources (Apr 2012)	
(78)	52.253-1	Computer Generated Forms (Jan 1991)	
(79)	952.202-1	Definitions (Feb 2011)	
(80)	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
(81)	952.204-2	Security Requirements (Dec 2024)	
(82)	952.204-70	Classification/Declassification (Dec 2024)	
(83)	952.204-75	Public Affairs (Dec 2000)	
(84)	952.204-77	Computer Security (Aug 2006)	
(85)	952.208-70	Printing (Apr 1984)	

Clause No.	FAR/DEAR Reference 48 C.F.R.	Title	Fill-In Information See FAR 52.104(d)
(86)	952.209-72	Organizational Conflicts of Interest (Aug 2009) Alternate I (Aug 2009)	(b)(1)(i) two (2)
(87)	952.215-70	Key Personnel (Dec 2024)	
(88)	952.226-74	Workforce Restructuring and Displaced Employee Hiring Preference (Dec 2024)	
(89)	952.242-70	Technical Direction (Dec 2000)	
(90)	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	

8.2 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (As modified by DEAR 952.216-7) (Applicable only to the portion of task order that provides for reimbursement of non-labor costs)

- (a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2, as supplemented by subpart 931.2 of the DEAR, in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the

Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

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- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect

costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract;
and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the

Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

8.3 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

- (a) *Definitions.* As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

8.4 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the

terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

8.5 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014) – As Modified by DEAR 927.409, ALTERNATE II (DEC 2007) and III (DEC 2007)

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means

- (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and
- (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is

confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(4) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether

or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
- (ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. 47QRAA21D0087 / 89303325FEM400454 (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)

(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following “Restricted Rights Notice” to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. 47QRAA21D0087 / 89303325FEM400454 (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which such computer(s) may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. 47QRAA21D0087 / 89303325FEM400454 (and subcontract _____, if appropriate) with ISMSolutions, Inc., (and subcontractor _____ if appropriate).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

- (j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

8.6 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) (REVISED)

It is agreed that as a condition of award of this task order, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this task order) in and to the technical data contained in the quotation dated **October 15, 2024**, upon which this task order is based.

8.7 FAR 52.244-2 SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: *Any subcontract to replace or follow on to any of the subcontracts noted in paragraph (j) of this clause, as well as any subcontract equal to or greater than \$2,000,000.00.*
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;

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- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: *[Any and all subcontractors evaluated prior to contract, and all subcontracts evaluated prior to the issuance of contract modifications and task orders against the contract.]*

8.8 DEAR 952.242-71 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES (DEC 2024) (P00001)

(a) *Definitions.*

- (1) Amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for a period means the quantity the Contracting Officer or fee determining official determines the Contractor is due for its performance prior to a separate determination that the Contractor did not comply with a term or condition of the contract or experienced a failure relating to: environment, safety, and health or security or safeguarding of Restricted Data and other classified information.
- (i) If the contract includes incentives allocable to more than one period, the amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for a period includes the allocable amount of payment for each such incentive for otherwise earned fee, fixed fee, profit, or other incentives. Unless stated otherwise, the allocable amount is the total amount divided by the number of periods the incentive covered.
- (2) Amount actually payable to the Contractor for a period means: (the amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for the period) less (the amount of any reduction under this clause and the amount of any reductions under other clauses to the amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for the period).

(b) *General.*

- (1) (Note: If the clause at 952.204-2, Security Requirements, is not included in this contract, the security or safeguarding of Restricted Data and other classified information requirements of this clause do not apply; if the clause at 952.250-70, Nuclear Hazards Indemnity Agreement, is not included in this contract, the environment, safety and health requirements of this clause do not apply.)

The amount of payment of otherwise earned fee, fixed fee, profit, or other incentives for any period under this contract is dependent upon the Contractor's and the Contractor's employees' compliance during the period with the performance requirements of this contract relating to:

- (i) environment, safety and health (ES&H), which includes worker safety and health (WS&H); and
- (ii) security or safeguarding of Restricted Data and other classified information.

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- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including in some cases a DOE approved contractor (Integrated Safety Management System (ISMS) or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
 - (3) The security or safeguarding of Restricted Data and other classified information performance requirements of this contract are set forth in the clause of this contract entitled, "Security requirements," the clause (if it is included) of this contract entitled "Laws, Regulations, and DOE Directives," and in other terms and conditions.
 - (4) If the Contractor does not, in any period, meet the performance requirements of this contract relating to ES&H or security or the safeguarding of Restricted Data and other classified information, the Contracting Officer may, per this clause, reduce the amount of payment of otherwise earned fee, fixed fee, profit or other incentives.

(c) Amount of Reduction.

- (1) If in any period (see paragraph (c)(5) of this clause) the Contractor does not meet the performance requirements of this contract relating to ES&H or security or the safeguarding of Restricted Data and other classified information, the Contracting Officer will unilaterally determine the amount of reduction to the amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for the period based on the severity of the performance failure pursuant to the degrees of failure specified in paragraphs (e) and (f) of this clause. The percent reduction for each performance failure will be: not less than 26% nor more than 100% for a first degree failure; not less than 11% nor more than 26% for a second degree failure; and no more than 11% for a third degree failure.
- (2) For a reduction allocable to more than one period, the Government will make the allocation at the end of the period in which it determines the total amount of the reduction. Unless stated otherwise, the allocable amount is the total reduction amount divided by the number of periods the reduction covered.
- (3) The Government will reduce the payment of otherwise earned fee, fixed fee, profit, or other incentives as soon as practicable after the end of the period in which the performance failure occurs. If the Government is not aware of the failure when it occurs, it will make the reduction as soon as practical after becoming aware.
- (4) In determining the reduction to the amount of payment and the applicability of mitigating factors, the Contracting Officer must consider the Contractor's overall performance in meeting the ES&H or security or safeguarding of Restricted Data and other classified information performance requirements of the contract. Such consideration must include performance against any specific performance

criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the Contracting Officer must consider mitigating factors that may warrant a reduction below the reduction that would be appropriate absent mitigating factors. Mitigating factors include, but are not limited to, the following (paragraphs (c)(4)(v), (vi), (vii) and (viii) of this clause apply to ES&H only).

- (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor's self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas and safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor's demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced.
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
 - (vii) Contractor's demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
 - (viii) Contractor's demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (5) The Contracting Officer will, for purposes of this clause, at the time of contract award or as soon as possible after contract award, allocate the total amount of fee, profit, and other incentives that is available under the contract to equal periods of [insert 6 or 12] months to run sequentially for the term of the contract, including options. The amount to be allocated to each period shall equal: (the average monthly amount available during the term of the contract) multiplied by (the number of months for each period).

(d) *Reductions to the amount of payments the Contractor has received for earned fee, fixed fee, profit, or other incentives under this and other clauses.*

(1) The amount of the reduction under this clause, in combination with the amount of any reduction under any other clause, shall not exceed the amount of payment for otherwise earned fee, fixed fee, profit, or other incentives for the period.

(2) If at any time during the contract any reductions under this clause or other clauses result in the sum of the amount of payments the Contractor has received for earned fee, fixed fee, profit, or other incentives to exceed the sum of the amounts of actually payable to the Contractor, the Contractor shall immediately return the excess to the Government.

(3) At the end of the contract—

(i) The Government will pay the Contractor the amount by which the sum of amounts actually payable to the Contractor exceeds the sum of the payments the Contractor has received; or

(ii) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of the amounts actually payable to the Contractor.

(e) *Environment, Safety and Health (ES&H).* Performance failures occur if the Contractor does not comply with the contract's ES&H terms and conditions, including applicable ES&H laws, regulations, DOE directives, and DOE approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or other incentives will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. They include:

(i) Failure to develop and obtain required DOE approval of an ISMS, if an ISMS is required.

(The Government will perform necessary reviews in a timely manner and not unreasonably withhold approval.)

(ii) Performance failures determined, per applicable ES&H laws, regulations, or DOE directives to have resulted in, or that could reasonably be expected to result in, serious injury or death to a worker.

(iii) Occurrence of any accident or event that meets the criteria of Appendix A of DOE Order 225.1B (or successor Order) and results in a determination to conduct a Federal Accident Investigation Board.

- (2) Second Degree: Performance failures that are significantly adverse to ES&H. They include:
- (i) Failures to comply with an approved ISMS, if an ISMS is required.
 - (ii) Failures that have been determined, per applicable ES&H laws, regulations, or DOE directives, to have resulted in, or could reasonably be expected to result in, an actual injury, exposure, or exceedance that occurred or nearly occurred but had minor practical long-term health consequences.
 - (iii) A breakdown of the Integrated Safety Management System.
 - (iv) Non-compliance with applicable ES&H laws, regulations, or DOE directives actually resulting in an accident that meets the criteria of Appendix A of DOE Order 225.1B (or successor Order) but not resulting in a determination to conduct a Federal Accident Investigation Board.
 - (v) Non-compliance with applicable ES&H laws, regulations, or DOE directives that results in a near miss of an accident or event that could have resulted in an adverse effect and a determination to conduct a Federal Accident Investigation Board. (A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, that does not result in an adverse effect.)
- (3) Third Degree: Performance failures that have been determined per applicable ES&H laws, regulations, or DOE directives to reflect a lack of focus on improving ES&H. They include:
- (i) Non-compliance with applicable ES&H laws, regulations, or DOE directives actually resulting in potential breakdown of the Integrated Safety Management System. The following performance failures or performance failures of similar import will be considered third degree:
 - (A) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through external (e.g., Federal) oversight and/or reported per DOE Order 231.B (or successor Order) requirements; internal oversight of 10 CFR parts 830, 835, 850, and 851; or DOE Orders 227.1A and 436.1 (or successor Order) requirements.
 - (B) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (C) Non-compliances that: have, or that may have, significant negative impacts to the worker, the public, or the environment; or indicate a significant programmatic breakdown.

(D) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(f) *Security or Safeguarding Restricted Data and Other Classified Information.* Performance failures occur if the Contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or other incentives occur will be determined as follows:

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in an SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in an SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national

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security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information regardless of classification (except for information covered by paragraph (f)(1)(iii) of this clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. This category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions that if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

- (iv) Contractor actions that result in performance failures that unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(End of clause)

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9. SECTION 9 - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following attachments constitute part of this task order:

ATTACHMENT 9-1: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS
(LIST A)

ATTACHMENT 9-2: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

ATTACHMENT 9-3: LIST OF DELIVERABLES

ATTACHMENT 9-4: POSITION QUALIFICATIONS

ATTACHMENT 9-5: SCHEDULE OF FULLY BURDENED LABOR RATES

ATTACHMENT 9-6: CONTRACT SECURITY CLASSIFICATION
SPECIFICATION (CSCS)

ATTACHMENT 9-7: TASK ASSIGNMENTS

ATTACHMENT 9-8: CONTRACTOR EMPLOYEE TRAINING REQUIREMENTS

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ATTACHMENT 9-1

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS (LIST A)

This list of laws and regulations (List A) is applicable to work performed under this task order. Unless relief has been granted in writing by the appropriate regulatory agency, the Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, and Orders; Executive Orders; Consensus Standards; and agreement documents applicable to work performed under this task order. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless of whether they are explicitly stated in the task order. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

Omission of any such applicable law or regulation in from List A does not affect the obligation of the Contractor to comply with such law or regulation. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulation (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor shall notify the DOE Contracting Officer of any changes and DOE will decide whether and how to modify the task order.

Document Number	Title
4 CFR Part 21	Bid Protest Regulations
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 709	Counterintelligence Evaluation Program
10 CFR 710	Criteria and Procedures for Determining Eligibility for Access to Classified Matter or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 725	Permits for Access to Restricted Data
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection, Amended 12/4/98, as described in DOE approved RPP
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 1004	Freedom of Information
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information

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Document Number	Title
10 CFR 1045	Nuclear Classification and Declassification
13 CFR 121	Small Business Size Regulations
20 CFR 639	Worker Adjustment and Retraining Notification
29 CFR 4	Labor Standards for Federal Service Contracts
29 CFR 30	Equal Employment Opportunity in Apprenticeship and Training
29 CFR 516	Records to be Kept by Employers
29 CFR 519	Employment of Full-Time Students at Subminimum Wages
29 CFR 520	Employment under Special Certificate of Messengers, Learners (Including Student-Learners), and Apprentices.
29 CFR 525	Employment of Workers with Disabilities Under Special Certificates
29 CFR 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
29 CFR 531	Wage payments Under the Fair Labor Standards Act of 1938
29 CFR 541	Fair Labor Standards Act
29 CFR 548	Authorization of Established Basic Rates for Computing Overtime Pay
29 CFR 825	The Family and Medical Leave Act of 1993
29 CFR 1602	Recordkeeping and Reporting Requirements under Title VII, the ADA and GINA
29 CFR 1608	Affirmative Action Appropriate Under Title VII of the Civil Rights Act of 1964, as amended
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or kept Relating to Age: Notices to be Posted
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 2520	Reporting and Disclosure Under Employee Retirement Income Security Act of 1974
32 CFR 2001	Classified National Security Information
41 CFR 60-300.5(a)	Equal Opportunity Clause

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Document Number	Title
41 CFR 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulation
41 CFR 109	Department of Energy Property Management Regulations
48 CFR 9.601	Contractor Qualifications
48 CFR 22	Application of Labor Laws To Government Acquisitions
48 CFR 27.405	Patents, Data and Copyrights
48 CFR 33.104(a)(3)(ii)	Protests, Disputes and Appeals
48 CFR 52.216-7	Allowable Cost and Payment
48 CFR 904.402(c)	Safeguarding Classified Information within Industry
48 CFR 933.103	Protests, Disputes and Appeals
5 USC 552 et seq.	Freedom of Information Act (FOIA)
5 USC 5341	Prevailing Rate Systems
5 USC 5332	General Schedule Rates
10 USC 2536	Facility Clearance and Foreign Ownership
17 USC 401	Notice of Copyright: Visually Perceptible Copies
17 USC 402	Notice of Copyright: Phonorecords of Sound Recordings
18 USC 930	Possession of firearms and dangerous weapons in Federal facilities
18 USC 1001	Statements or entries Generally
18 USC 1913	Lobbying with Appropriated Moneys
31 USC 3903	Prompt Payment Act
41 USC 422	Cost Accounting Standard Board
41 USC 4703	Validation of Proprietary Data Restrictions
44 USC Chapter 33	Disposal of Records
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Homeland Security Presidential Directive (HSPD)-12	Policy for a Common Identification Standard for Federal Employees and Contractors

Document Number	Title
M-11-11	Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Executive Departments and Agencies (Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
National Security Decision Directive (NSDD) 298	National Operations Security Program
Public Law 102-484	National Defense Authorization Act of 1993

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ATTACHMENT 9-2

LIST OF APPLICABLE DOE DIRECTIVES (LIST B) (P00004)

The Contractor shall comply with the requirements of the DOE Directives identified below. DOE directives may be found at <https://www.directives.doe.gov>.

DOE Directive	Subject
EM-QA-001 Revision 2	Office of Environmental Management Quality Assurance Program
Classification Bulletin GEN-16 Revision 2	“No Comment” Policy on Classified Information in the Public Domain
DOE O 200.1A Chg 2 (LtdChg)	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment including Information Technology
DOE O 205.1D	Department of Energy Cybersecurity Program
DOE O 206.2 Chg 1 (LtdChg)	Identity, Credential, and Access Management (ICAM)
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B Chg 1 (AdminChg)	Implementation of DOE Oversight Policy
DOE O 227.1B	Independent Oversight
DOE O 243.1D	Records Management Program
DOE O 350.1A	Contractor Human Resource Management Programs
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 420.1D	Facility Safety
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 450.2 Chg 1 (MinChg)	Integrated Safety Management
DOE P 450.4A Chg 1 (MinChg)	Integrated Safety Management Policy
DOE P 470.1B	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.7	Safeguards and Security Order

DOE Directive	Subject
DOE O 471.5	Special Access Programs
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities

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ATTACHMENT 9-3

LIST OF DELIVERABLES

The Deliverables table below summarizes the specific products the Contractor shall submit to DOE, the purpose of the submittal (i.e., approve, review, or information), the date/timeframe that the Contractor is required to submit the product over the life of the project. All deliverables shall be provided to DOE in an editable electronic format (i.e., Word rather than PDF) in addition to hardcopy/un-editable format. Timeframes are in calendar days, unless specifically noted otherwise (e.g., “working days”).

Omission of applicable deliverables from this attachment does not affect the obligation of the Contractor to submit required deliverables pursuant to this section or other sections of this Contract/Task Order.

The DOE actions are:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and either approve it or return it to the Contractor along with written comments. DOE will discuss the comments with the Contractor and the Contractor shall provide written responses. The Contractor shall rewrite the document to address DOE’s comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control and no changes shall be made without DOE approval in the same manner.
- Review – The Contractor shall provide the deliverable to DOE. DOE will have the option to review the information and to provide comments. The Contractor shall respond to written comments in writing, but need not resubmit the deliverable unless DOE has rejected the submission as deficient.
- Information – The Contractor shall provide the deliverable for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require a response.

Report	Reference	Due Date	DOE Action	DOE Recipient
Accident Reports	Para. 2.1(n)	Within 24 hours of occurrence	Information	CO and COR
Security, emergency or significantly disruptive incident report,	Para. 2.1(p)	Within 1 hour of occurrence	Information	CO and COR
Executive Summary of Quotation	Para. 2.2(c)	Within 1 business day of task order award	Information	CO

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Report	Reference	Due Date	DOE Action	DOE Recipient
Transition Plan	Para. 2.2(d)	Within 5 days after issuance of Notice to Proceed	Approval	CO
Contractor Telework Policy	Para. 5.4(b)	Prior to commencement of telework and upon changes	Review	CO
Organizational Conflict of Interest Management Plan	Subsec. 7.5	Within 15 days after the Notice to Proceed	Approval	CO
Release of Information	Subsec. 7.8; DEAR 952.204-75, <i>Public Affairs</i>	At least 14 days prior to the planned issue date	Approval	CO
Worker Safety and Health Program	Subsec. 7.10	Prior to start of work	Approval	CO/COR
Report of job-related injuries and illnesses	Para. 7.10; 29 CFR 1904	As necessary	Information	COR
Occupational Safety and Health Assessments	Para. 7.10	Upon Request	Information	COR
Occupational Injury and Illness Data in accordance with DOE O 231.1B	DOE O 231.1B	Quarterly	Information	COR
Corrective Action for Non-Compliance with Worker Safety and Health Plan	Para. 7.10(d)	Upon notification from CO	Approval	CO
Request for Approval of Conference Related Activities	Subsec. 7.18	As applicable	Approval	CO
Statement of Impact of Contractor's Compliance with Revised List of Directives	Para. 7.19(b)	Within 30 days of receipt	Information	CO

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Report	Reference	Due Date	DOE Action	DOE Recipient
Quality Assurance Program (QAP) Plan	Subsec. 7.22	Prior to commencement of work affecting nuclear safety. Reviewed (and updated as appropriate) at least annually thereafter.	Approval	CO/COR
Annual Contractor Payroll and Residency Report	Subsec. 7.25	Annually by January 15th	Information	Oak Ridge Office Director of Contractor Industrial Relations
Data Rights Notices	Subsec. 8.5	Whenever data is submitted with less-than-unlimited rights	Information	CO & COR
Property Management System Plan	FAR 52.245-1, <i>Government Property</i> ; DOE O 203.1	Within 30 days of NTP	Approval	CO
Business Ethics Awareness and Compliance Program	FAR 52.203-13, Contractor Code of Business Ethics and Conduct	Provide during task order transition	Information	CO
Federal Contractor Veterans' Employment Report (VETS-100A)	FAR 52.222-37 Employment Reports on Veterans	Annually by September 30	Information	CO
Contractor Electronic Funds Transfer Information Contained in SAM Database	FAR 52.232-33 Payment by Electronic Funds Transfer- System for Award Management	Update Annually, provide confirmation to DOE CO	Information	CO
Bankruptcy Notification	FAR 52.242-13 Bankruptcy	Within 5 days of the initiation of the proceeding relating to the filing	Information	CO

Report	Reference	Due Date	DOE Action	DOE Recipient
Consent to Subcontract	FAR 52.244-2 Subcontracts	Notification to CO in advance of placing subcontract or modification	Approval	CO
Monthly Task Order Status Reports	Subsec. 7.27	Monthly	Information	CO/COR
Vouchers/Invoices via electronic means	Subsecs. 6.4 and 8.2	N/A	Approval	CO/COR
Disclosed Foreign Government Sponsored or Affiliated Activity Report	DOE O 486.1A	Quarterly when appropriate until action determined complete	Information	Intelligence Counterintelligence EM HCA

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ATTACHMENT 9-4

POSITION QUALIFICATIONS

Table 9-4 lists minimum requirements that apply for each labor category, telework eligibility, and required clearance. *See* paragraph 1.2(c) and Subsection 5.4, *Telework*, above. The education, training, and experience elements are minimum requirements; no premium will be paid for workers who exceed the requirements for their assigned position. The elements listed in Table 9-4 are in addition to the general requirements listed in this task order that apply to all contractor personnel.

Education, training, or experience that significantly exceeds the minimum requirement for that element may, at the sole discretion of the Contracting Officer (CO), which will be evaluated on a case-by-case basis, substitute for a deficiency in one of the other elements. The CO may, in their sole discretion, approve variances on a case-by-case basis for education, training, or experience that is sufficiently similar or equivalent to the written minimum requirement. The Contractor shall request any such substitution or variance in writing in advance.

All items listed within each element are required unless specifically noted with limiting or alternative language like OR and Preferred.

TABLE 9-4
POSITION QUALIFICATIONS

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Contractor's Program Manager (Key Person) SIN: 541611	Bachelor of Science in Engineering or related field.	❖ Training on Project/program Management ❖ (<u>Preferred</u>) Certification in Project/program management.	❖ 5 years in project management and DOE business management systems. ❖ 5 years in government contract management in accordance with the Federal Acquisition Regulation.	Yes	Not required

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Lead Senior Nuclear Safety Specialist (Key Person) SIN: 541611	Bachelor of Science in Engineering, physics, or related field.	Training on DOE standards and guides for implementation of nuclear safety management programs in accordance with 10 CFR 830 (including safe harbor methodologies, Technical Safety Requirements, and Unreviewed Safety Questions Processes).	❖ 15 years in the development, review and implementation of safety basis documentation for nuclear and non-nuclear facilities. ❖ Experience as Lead Reviewer (see DOE-STD-1104- 2009). ❖ Prepared and performed 15 documented reviews of Safety Basis Documentation. ❖ 10 years at Oak Ridge Sites. ❖ See Note 2.	Yes	Q
Lead Industrial Health Specialist (Key Person) SIN: 541611	Associate's degree in occupational health, safety, or related technical field.	Training on industry and DOE standards for Industrial Hygiene.	❖ 20 years in the field of industrial safety and health. ❖ 10 years at Oak Ridge sites.	Yes	Q
Communications Specialist/Assistant SIN: 541611	Bachelor of Arts/Science in Communications or Journalism.	None	❖ 7 years in the field of communications. ❖ Knowledge of Microsoft Office suite. (Note 1)	Yes	Not required

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Senior Graphics Specialist SIN: 541611	❖ Bachelor of Arts/Science in Communications or Journalism <u>OR</u> ❖ 10 years' experience in graphics product development.	None	❖ Knowledge of Microsoft Office suite. (Note 1) ❖ Knowledge of industry standard graphics software, including, but not limited to, Adobe suite, SimLab Composer, Audacity, Unreal Engine/Editor, and Twin Motion.	Yes	Not required
Multimedia Specialist SIN: 541611	Bachelor of Arts/Science in Communications or Journalism.	None	❖ 2 years in the field of multimedia journalism, including developing content for multimedia purposes, video editing, and interviewing for print and video.	Yes	Not required
Senior Nuclear Packaging and Transportation Specialist SIN: 541611	Bachelor of Science in Engineering or related field.	Training on industry standards, DOT standards, and DOE standards for transportation safety programs	❖ 20 years in the field of transportation safety programs. ❖ 10 years at Oak Ridge sites. ❖ 5 years related to safety basis documentation.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Electrical Safety Specialist SIN: 541611	Bachelor of Science in Engineering or related field.	Training on: ❖ Industry electrical standards ❖ DOE standards for electrical safety.	❖ 15 years in electrical work, including low- and high-voltage and related standards and procedures. ❖ Demonstrated experience in applying electrical standards (e.g. NFPA 70, NFPA 70E, NESC, ASTM, ANSI) and procedures. ❖ 10 years at Oak Ridge sites.	Yes	Q
Environmental Scientist SIN: 541611	❖ Bachelor's degree in a Science field <u>OR</u> ❖ 7 years' experience in National Environmental Policy Act (NEPA) Compliance.	Training on: ❖ NEPA ❖ National Historic Preservation Act (particularly 54 U.S.C. §306108, <i>Effect of undertaking on historic property</i>)	❖ 5 years in the preparation and review of NEPA documents. ❖ (<u>Preferred</u>) Experience with National Historic Preservation Act Compliance.	Yes	L
Engineer SIN: 541611	Bachelor of Science degree in Engineering or related field.	Training on engineering, safety, health requirements and industry standards and DOE requirements	❖ 15 years in the field of engineering programs, codes, and standards. ❖ 10 years at Oak Ridge sites.	Yes	Q
Radiation Protection Subject Matter Expert SIN: 541611	Bachelor of Science degree in Engineering or related field.	OSHA, health and safety, and radiation protection training in accordance with industry standards, 10 CFR 835, and DOE directives.	❖ 15 years in the field of health physics. ❖ 5 years in the field of facility management. ❖ 10 years at Oak Ridge sites. ❖ Experience in radiation protection.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Criticality Safety Specialist SIN: 541611	Bachelor of Science in Engineering or related field.	Training on industry standards and DOE standards for nuclear criticality safety programs.	❖ 10 years in the field of nuclear criticality safety. ❖ 10 years at Oak Ridge sites. ❖ 10 years related to safety basis documentation. ❖ Detailed knowledge of Department of Energy missions, sites, facilities, and organizational roles and responsibilities. ❖ Demonstrated ability to develop reports and presentations (verbal and written). ❖ See Note 3	Yes	Q
Nuclear Safety Expert SIN: 541611	Bachelor of Science in Engineering, physics, or related field.	Training on DOE standards and guides for implementation of nuclear safety management programs in accordance with 10 CFR 830 (including safe harbor methodologies, Technical Safety Requirements, and Unreviewed Safety Questions Processes).	❖ 20 years in the development, review, and implementation of safety basis documentation for nuclear and non-nuclear facilities. ❖ 15 years in the management and/or implementation of nuclear safety programs. ❖ 15 years in the assessment of nuclear safety programs (including but not limited to Operational Readiness Reviews, Readiness Assessments). ❖ 10 years at Oak Ridge sites. ❖ See Note 2.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Senior Nuclear Safety Specialist SIN: 541611	Bachelor of Science in Engineering, physics, or related field.	Training on DOE standards and guides for implementation of nuclear safety management programs in accordance with 10 CFR 830 (including safe harbor methodologies, Technical Safety Requirements, and Unreviewed Safety Questions Processes).	❖ 15 years in the development, review and implementation of safety basis documentation for nuclear and non-nuclear facilities. ❖ Experience as Lead Reviewer (see DOE-STD-1104- 2009). ❖ Prepared and performed 15 documented reviews of Safety Basis Documentation. ❖ 10 years at Oak Ridge Sites. ❖ See Note 2.	Yes	Q
Nuclear Safety Specialist SIN: 541611	Bachelor of Science in Engineering, physics, or related field.	Training on DOE standards and guides for implementation of nuclear safety management programs in accordance with 10 CFR 830 (including safe harbor methodologies, Technical Safety Requirements, and Unreviewed Safety Questions Process).	❖ 10 years in the development, review, and implementation of safety basis documentation for nuclear and non-nuclear facilities. ❖ Experience as Lead Reviewer (see DOE-STD-1104- 2009). ❖ Prepared or performed the review of 10 Safety Basis Documents. ❖ 10 years at Oak Ridge sites. ❖ See Note 2.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Senior Program Information Specialist SIN: 541611	❖ Associate's degree <u>OR</u> ❖ 2 years of college-level study.	Training on: ❖ Data management ❖ Data tracking.	❖ 15 years in the development and implementation processes to manage incoming safety basis documents and associated correspondence from multiple contractors related to document submittal, review, and approval. ❖ 15 years in use of database systems that track, trend, and coordinate documents and projects. ❖ See Note 4.	Yes	Q
Project Engineer I SIN: 541611	Bachelor of Science in Engineering or related field.	Training on environmental compliance, safety, health and quality regulations, related industry standards and DOE directives.	❖ 3 years in implementation of Environmental, Safety, and Health (ES&H) programs.	Yes	L or Q
Project Engineer II SIN: 541611	Bachelor of Science in Engineering or related field.	Training on environmental compliance, safety, health and quality regulations, related industry standards and DOE directives.	❖ 10 years in implementation of ES&H programs.	Yes	L or Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Project Engineer III SIN: 541611	Bachelor of Science in Engineering or related field.	Training on environmental compliance, safety, health and quality regulations, related industry standards and DOE directives.	❖ 15 years in implementation of ES&H programs. ❖ See Note 5.	Yes	L or Q
Quality Engineer I SIN: 541611	Bachelor of Science in Engineering or related field (e.g. Physical Sciences).	Training on environmental compliance, safety, health and quality assurance and quality control regulations, related industry standards and DOE directives.	❖ 3 years in implementation of ES&H, Quality Assurance, and Quality Management System programs	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Quality Engineer II SIN: 541611	Bachelor of Science in Engineering or related field (e.g. Physical Sciences).	Training on environmental compliance, safety, health and quality assurance and quality control regulations in construction and D&D projects, related industry standards and DOE directives.	❖ 10 years in implementation of ES&H, Quality Assurance, and Quality Management System programs.	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days
Quality Engineer III SIN: 541611	Bachelor of Science in Engineering or related field (e.g. Physical Sciences).	Training on environmental compliance, safety, health and quality assurance and quality control regulations in construction and D&D projects, related industry standards and DOE directives.	❖ 15 years in implementation of ES&H, Quality Assurance, and Quality Management System programs.	Yes	Q <u>OR</u> Obtain Q within 90 days

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Quality Assurance Specialist I SIN: 541611	Associate of General Sciences degree (i.e. Engineering, Health/Human Sciences, General Business Management, Business Administration, General Technology, Communications, Organizational Management, Languages, or related fields).	Training on industry standards and DOE standards for nuclear quality assurance programs and quality management systems.	❖ 3 years in implementation of quality assurance programs and quality management systems. ❖ Support 5 documented assessments ❖ Knowledge of Microsoft Office suite. ❖ Experience with technical report preparation and data analysis.	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days
Quality Assurance Specialist II SIN: 541611	Associate of General Sciences degree (i.e. Engineering, Health/Human Sciences, General Business Management, Business Administration, General Technology, Communications, Organizational Management, Languages, or related fields).	❖ Training on industry standards and DOE standards for nuclear quality assurance programs and quality management systems. ❖ Certified Software Quality Engineer. (See Note 8.)	❖ 10 years in implementation of quality assurance programs and quality management systems. ❖ Qualified lead auditor or auditor (ASQC, NQA-1, or ISO). ❖ Support 10 documented formal or informal assessments and readiness reviews. ❖ Expert knowledge of Microsoft Office Suite. (Note 1.) ❖ Demonstrated experience with technical report preparation and data analysis.	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Quality Assurance Specialist III SIN: 541611	❖ (Preferred) Bachelor's degree in Engineering <u>OR</u> ❖ Bachelor's degree in General Sciences (i.e. Engineering, Physical/Health/Human Sciences, General Business Management, Business Administration, General Technology, Communications, Organizational Management, English Language, or related fields).	❖ Training on industry standards and DOE standards for nuclear quality assurance programs and quality management systems with particular emphasis on planning and conducting assessments, investigations, and facility startup reviews. ❖ Training on ESH & Q auditing techniques. ❖ Certified Software Quality Engineer. (See Note 8.)	❖ 15 years in implementation of QA process and production of technical reports, publications, QA and Quality Management Systems program. ❖ Qualified lead auditor (ASQC, NQA-1, or ISO), ISMS, Readiness Reviews. ❖ Lead, support, conduct or participated on 25 documented formal or informal assessments, including readiness reviews. ❖ Expert knowledge of Microsoft Office Suite. (Note 1.) ❖ Demonstrated experience with technical report preparation and data analysis.	Yes	Q <u>OR</u> Obtain Q within 120 days
Safety and Health Specialist - Facility Oversight Support SIN: 541611	Associate's degree in occupational health, safety, or equivalent related technical field.	OSHA, safety and health, and specific safety training in accordance with industry safety and DOE standards.	❖ 20 years in the field of safety and health ❖ 10 years at Oak Ridge sites. ❖ See Note 7.	Yes	Q
Industrial Health Specialist SIN: 541611	Associate's degree in occupational health, safety, or related technical field.	Training on industry and DOE standards for Industrial Hygiene.	❖ 20 years in the field of industrial safety and health. ❖ 10 years at Oak Ridge sites.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Industrial Safety Specialist SIN: 541611	Associate's degree in occupational health, safety, or related technical field.	Training on industry and DOE standards for Industrial Safety.	❖ 20 years in the field of industrial safety and health. ❖ 10 years at Oak Ridge sites.	Yes	Q
Waste Management Oversight Specialist SIN: 541611	Bachelor of Science in Engineering or related field.	Training on industry and DOE standards for Waste Management.	❖ 15 years performing waste management oversight, characterization, and disposition planning and execution. ❖ 5 years in oversight of radioactive waste under DOE O 435.1.	Yes	L or Q
Environmental Compliance Specialist SIN: 541611	Bachelor of Science in Engineering or related field.	Training on industry and DOE standards for Waste Management.	❖ 15 years performing waste management oversight, characterization, and disposition planning and execution. ❖ Direct regulatory experience inspecting hazardous waste generators; transportation facilities; and permitted treatment, storage, and disposal facilities (TSDFs). ❖ See Note 6.	Yes	Q
Hoisting and Rigging Subject Matter Expert SIN: 541611	Associate's degree in occupational health, safety, or related technical field.	Training on industry and DOE standards as they relate to Hoisting and Rigging.	❖ 15 years in the field of safety and health. ❖ 10 years at Oak Ridge sites.	Yes	Q

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Emergency Management Specialist SIN: 541611	Associate's degree in occupational health, safety, or related technical field.	Training on industry and DOE standards as they relate to Emergency Management.	❖ 15 years performing emergency management oversight. ❖ 5 years at Oak Ridge sites.	Yes	Q
Data Programmer Analyst SIN: 541611	Bachelor's degree in computer science, information technology, or a related field.	Training on industry and DOE standards, including software programming & applications, Power BI and Access to support OREM AIMS as they relate to Quality Assurance, Safety Management Systems, trending, and reports.	❖ Experience as a Programmer Analyst or similar role with knowledge of multiple programming languages (including Power BI, and Access) with ability to troubleshoot and resolve programming issues, monitor systems performance and identify areas for improvement. ❖ Experience in designing and implementing user-friendly interfaces. ❖ Experience in creating detailed program / application documentation. ❖ Experience in providing technical support to users.	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days

**TABLE 9-4
POSITION QUALIFICATIONS**

Position & SIN (541611, OLM, or Ancillary Support)	Education	Training	Experience	Telework Eligible	Clearance (L or Q)
Quality Record Management SIN: 541611	❖ Bachelor's degree in information management, library science, business administration or related field. ❖ (Preferred) See Note 9.	❖ Training and/or relevant coursework on records management, archival science, database management, legal aspects of records management, computer science or information technology that are beneficial for understanding digital recordkeeping systems. ❖ Be familiar or able to be trained within first 90 days in areas related to QA/ISMS/CAS and other DOE Record Management requirements.	❖ Experience with document management systems, data entry, and records preservation, including organizing, maintaining, securing and managing a variety of record types, including digital and physical records, implementing retention schedules, and efficient retrieval processes. ❖ Understanding of compliance and privacy laws with experience in compliance auditing and information governance.	Yes	L or Q <u>OR</u> Obtain L or Q within 120 days

TECHNICAL AND EXPERIENCE QUALIFICATION REQUIREMENTS

Note 1: "Knowledge of Microsoft Office suite" includes, but is not limited to, the PowerPoint, Excel, Word, Outlook, and SharePoint applications.

Note 2: Nuclear Safety positions

The minimum years of experience must be in work that was directly related to one or more of the following areas/tasks:

- Analyzing safety basis documentation (documented safety analyses [DSAs], hazard categorization documents, auditable safety analyses, un-reviewed safety questions, justifications for continued operation, TSRs, PDSAs, and other safety basis documents), programs, procedures, rules, DOE orders and standards to ensure compliance with DOE Nuclear Safety Requirements.

- Preparing documents (e.g. SERs) which provide the results of safety basis document reviews and the basis for approval.
- Applying knowledge of nuclear risk management and hazard assessment to ensure program priorities are established, formal process requirements are met, and resources are applied to ensure safety of operations.
- Ensuring nuclear safety regulations, practices, programs, and procedures are implemented such that health and safety features and precautions are considered as an integral part of normal operating procedures.
- Utilizing deterministic and probabilistic techniques and requirements in the application of hazard analysis applicable to nuclear and non-nuclear hazards.
- Leading review teams for approval of safety basis documentation and hazard assessments for nuclear and non-nuclear facilities.
- Leading teams in the use of probabilistic risk assessment techniques and failure mode analysis to identify and categorize hazards associated with nuclear and non-nuclear systems.
- Evaluating safety basis programs to determine whether the program complies with applicable codes, standards and guides, regulations, orders, and acceptable practices.
- Collaborating with DOE contractor representatives in the development of technical safety requirements to facilitate the identification and implementation of control aspects of an integrated safety management program and to ensure that a manageable set of Technical Safety Requirements have been established to govern the safety of activities conducted at assigned facilities.
- Interpreting models for risk assessment and pathway analysis.
- Ensuring that facility hazards have been identified, adequate controls have been identified, and safety basis is current and reliable, allowing senior management to understand facility risks, devise appropriate controls, and grant approval to operate.
- Developing and evaluating an integrated safety, environmental, quality, and health program on a major project with chemical, radiological, and/or industrial hazards.
- Reviewing and evaluating the adequacy of DOE contractor changes to nuclear facility PDSAs, DSAs, TSRs, and operating procedures.
- Reviewing and/or approving safety analyses, design bases, technical safety requirements, and other forms of safety bases, and actions taken on related violations and unusual occurrences.

Note 3: Criticality Safety Specialist

The minimum years of experience must be in work that was directly related to one or more of the following areas/tasks:

- Integrated safety management programs, including applications of the guiding principles and core functions of integrated safety management.

- Principles of criticality safety, including radiation effects, shielding, double contingency principle, technical safety requirements, authorization basis, conduct of operations, operator training, safe mass controls, safe geometry controls, moderator controls, and criticality safety computer modeling requirements.
- Evaluating the application of criticality safety requirements, plans, systems, and procedures sufficient to evaluate compliance with regulations and standards and the overall effectiveness of a program.

Note 4: Senior Program Information Specialist

The minimum years of experience must be in work that was directly related to one or more of the following areas/tasks:

- Project and Process Management
- Develop and implement processes to manage incoming safety basis documents and associated correspondence from multiple contractors related to document submittal, review, and approval.
- Evaluate incoming forecasted and emergent correspondence for scope, duration, commitment dates, and compliance with contractual obligations.
- Interface with the DOE Task Lead regarding commitments, tasks in jeopardy, recommendations, coordination of emergent issues and monthly/quarterly updates to the Program Performance Review.
- Interface with management and support personnel for coordination of review and approval of safety basis documents, HQ data calls, emergent issues, etc.
- Generate status updates for Weekly Activity Report Project Status prior to weekly contractor interface meetings. Identify issues for discussion during contractor interface meetings and make recommendations to the Lead.
- Generate and maintain databases for, but not limited to, identification of ORO nuclear facilities according to hazard category; safety basis document lists; tracking of contractor performance in addressing conditions of approval as defined in DOE approved Safety Evaluation Reports.
- Develop and maintain document control system and manage configuration control.
- Support DNFSB site visits, assessments, and operational readiness reviews.
- Perform technical edit reviews on documents (e.g., review plans, SERs, correspondence).

Note 5: Project Engineer III Position

The minimum years of experience must be in work that was directly related to one or more of the following areas/tasks:

- Analyzing regulatory compliance with Clean Water Act, RCRA and NEPA.

- Evaluating compliance with Waste Acceptance Criteria associated with waste depositories utilized by Environmental Management.
- Evaluating compliance with DOE Orders associated with radiological and hazardous waste management and transportation.
- Ensuring that facility waste management requirements have been identified, adequate controls have been implemented, allowing senior management to understand facility risks and devise appropriate controls,
- Evaluating an integrated safety, environmental, quality, and health program on a major project with chemical, radiological, and/or industrial hazards.

Note 6: Environmental Compliance Specialist Position

The minimum years of experience must be in work that was directly related to one or more of the following areas/tasks:

- Analyzing regulatory compliance with Clean Water Act, RCRA and NEPA.
- Evaluating compliance with Waste Acceptance Criteria associated with waste depositories utilized by Environmental Management.
- Evaluating compliance with DOE Orders associated with quality assurance/quality control, radiological and hazardous waste management and transportation.
- Ensuring that facility waste management requirements have been identified, adequate controls have been implemented, allowing senior management to understand facility risks and devise appropriate controls,
- Evaluating an integrated safety, environmental, quality assurance, quality control, quality systems and health program on a major project with chemical, radiological, and/or industrial hazards.

Note 7: Safety and Health Specialist Position

The minimum years of experience must be primarily in work that was directly related to one or more of the following areas/tasks:

- Conducting on-site performance-based evaluations and walkthroughs at nuclear and non-nuclear facilities.
- Preparing narrative reports reviewing and evaluating work plans and procedures for compliance with DOE, other Federal, State, and local requirements.
- Participating or conducting event investigation/reviews and evaluating corrective actions for adequacy.

Note 8: Quality Assurance Specialist positions (Engineer, Specialist, Data Programmer, and Records Management)

Workers assigned to the Quality Assurance Specialist II or III labor categories as Engineers, Specialists, Data Programmers, and/or Records Managers must, within 120 days of starting the position, possess an unexpired certification as a result of (1) passing a Certified Software Quality Engineer (CSQE) Preparation course (or equivalent instruction on DOE-STD-1172-2011, *Safety Software Quality Assurance Functional Area Qualification Standard*) or (2) completing respective QA Certifications as Lead Auditor or Auditor under the NQA-1 and ISO 9001 standards. Failure to timely complete either certification requirement will make the worker unacceptable to continue in or be re-assigned to either labor category, unless and until the certification is obtained.

Note 9: Quality Record Management position

(Preferred) Certifications beneficial for a Records Management Specialist include the Certified Records Manager (CRM) from the Institute of Certified Records Managers and the Information Governance Professional (IGP) certification. No specific licenses are required for this role.

ATTACHMENT 9-5

SCHEDULE OF FULLY BURDENED LABOR RATES

Technical, Management, and Administrative Services to the Oak Ridge Office of Environmental Management							
Year 1				Year 2	Year 3	Year 4	Year 5
Nuclear Safety and Engineering Assistance							
Category	GSA Hourly Rate	Discount Percentage	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate
Criticality Safety Specialist							
Nuclear Safety Expert							
Nuclear Safety Specialist							
Lead Senior Nuclear Safety Specialist (Key Person)							
Senior Nuclear Safety Specialist							
Senior Program Information Specialist							
Environment, Safety, and Health Program Assistance							
Category	GSA Hourly Rate	Discount Percentage	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate
Emergency Management Specialist							
Environmental Compliance Specialist							
Hoisting and Rigging Subject Matter Expert							
Lead Industrial Health Specialist (Key Person)							
Industrial Health Specialist							
Industrial Safety Specialist							
Radiation Protection Subject Matter Expert							
Safety and Health Specialist - Facility Oversight Support							
NEPA/NHP							
Category	GSA Hourly Rate	Discount Percentage	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate
Environmental Scientist							

Technical, Management, and Administrative Services to the Oak Ridge Office of Environmental Management							
Year 1				Year 2	Year 3	Year 4	Year 5
Transition and Ad Hoc Support							
Category	GSA Hourly Rate	Discount Percentage	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate	Discounted GSA Hourly Rate
Communications Specialist/Assistant							
Data Programmer Analyst							
Electrical Safety Specialist							
Engineer							
Multimedia Specialist							
Contractor's Program Manager (Key Person)							
Project Engineer I							
Project Engineer II							
Project Engineer III							
Quality Assurance Specialist I							
Quality Assurance Specialist II							
Quality Assurance Specialist III							
Quality Engineer I							
Quality Engineer II							
Quality Engineer III							
Quality Record Management							
Senior Graphics Specialist							
Senior Nuclear Packaging and Transportation Specialist							
Waste Management Oversight Specialist							

ATTACHMENT 9-6

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS) FORM

[TO BE PROVIDED WITH NOTICE TO PROCEED]

INFORMATION COPY

ATTACHMENT 9-7

TASK ASSIGNMENTS

[TO BE PROVIDED WITH NOTICE TO PROCEED]

INFORMATION COPY

ATTACHMENT 9-8

CONTRACTOR EMPLOYEE TRAINING REQUIREMENTS

In accordance with Subsection 7.23, *Contractor Employee Training*, the following list of training items is mandatory for all contractor employees (including subcontractors at any tier). Additional training shall also be completed if shown as mandatory within DOE's Learning Nucleus system (or a successor training system).

Training	Required Audience	Initial Training Date (+)	Recurring Requirement
DOE Continuity Awareness (COOP)	All contractor employees	Within 30 days after employee begins performance	Annual
DOE Annual Cyber Security Awareness Training	All contractor employees	Upon assignment to access DOE servers	Annual
DOE Annual Privacy Awareness Training	All contractor employees	Within 30 days after employee begins performance	Annual
DOE National Security Briefing	All contractor employees	Prior to badge issuance	None
Annual Security Refresher Briefing (DOE and Local)	All contractor employees	Within 30 days after employee begins performance	Annual
Records Management 101	All contractor employees	Within 30 days after employee begins performance	Annual
CUI-100 DE Controlled Unclassified Information Overview	All contractor employees	Within 30 days after employee begins performance	None
Site/Work Specific Training (if applicable, as directed by CO or COR): -General Employee Training -Radiation Worker II -HAZWOPER 8- or 40-Hour Training -Special Site-Access Requirements			