AWARD/CONTRACT	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.	RATING	PAGE OF PAGES 1 | 219

2. CONTRACT (Procurement, Instruction, Identification) NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER
89303325CEM000140	See Block 20C	25EM001431

5. ISSUED BY	CODE 893033	6. ADMINISTERED BY (If other than Item 5)	CODE 03001
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		EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202 SCD-C	

7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)	8. DELIVERY ☐ FREE ON BOARD (FOB) ORIGIN ☒ OTHER (See below)
Catawba TEAPEC LLC Attn: Ronnie Beck 996 AVENUE OF THE NATIONS ROCK HILL SC 297307645	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM
CODE M5KVMCBMJV71 FACILITY CODE	

11. SHIP TO/MARK FOR	CODE 03001	12. PAYMENT WILL BE MADE BY	CODE VIPERS
EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		VIPERS https://vipers.doe.gov Any questions, please contact by call/email 888-251-3557 or payments@hq.doe.gov	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER	14. ACCOUNTING AND APPROPRIATION DATA
☐ THE UNITED STATES CODE AT: 10 U.S.C. 3204 (a) ( ) ☐ 41 U.S.C. 3304 (a) ( )	See Schedule

15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
	15G. TOTAL AMOUNT OF CONTRACT ▶				$85,397,736.97

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1-12	X	I	CONTRACT CLAUSES	170-182
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	13-29			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	30-87	X	J	LIST OF ATTACHMENTS	183-219
X	D	PACKAGING AND MARKING	88-89			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	90-92		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	93-96				
X	G	CONTRACT ADMINISTRATION DATA	97-105		L	INSTRSUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	106-169		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *copies to issuing office.*) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ SEALED-BID AWARD (*Contractor is not required to sign this document.*) Your bid on Solicitation Number 89303322REM000114, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
	Courtney Renea Stallworth

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA
Catawba TEAPEC LLC BY (Signature of person authorized to sign)		[redacted]

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

NAME OF OFFEROR OR CONTRACTOR

Catawba TEAPEC LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: M5KVMCBMJV71 EM Consolidated Technical Support Services Accounting Info: 01250-2025-33-490815-25233-1110915-0010053-0000000 -0000000 Fund: 01250 Appr Year: 2025 Allottee: 33 Report Entity: 490815 Object Class: 25233 Program: 1110915 Project: 0010053 WFO: 0000000 Local Use: 0000000 Period of Performance: 06/26/2025 to 06/25/2030				
00001	CLIN 00001- Transition 90 Days Embedded Lease: No [redacted]				[redacted]
00002	CLIN 00002- Technical Support Services for the Idaho Cleanup Project (ICP) Embedded Lease: No [redacted]				[redacted]
00003	CLIN 00003- Technical Support Services for the Office of Regulatory Compliance, EM-2.21, Support for Regulatory Compliance, Core Team Process and Regulatory Initiatives Embedded Lease: No [redacted]				[redacted]
00004	CLIN 00004- Technical Support Services for the Office of Regulatory Compliance, EM-2.21, DOE Order 435.1 Embedded Lease: No [redacted]				[redacted]
00005	CLIN 00005- Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Low Level Waste (LLW) Disposal Facility Federal Review Group (LFRG) Embedded Lease: No [redacted]				[redacted]
00006	CLIN 00006- Technical Support Services for the Office of Regulatory Compliance, EM-4.13, National Environmental Policy Act (NEPA) Embedded Lease: No [redacted] Continued ...				[redacted]

NAME OF OFFEROR OR CONTRACTOR

Catawba TEAPEC LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	CLIN 00007- Technical Support Services for the Office of Communications, EM-2.3 Clean Energy Initiative Embedded Lease: No [redacted]				[redacted]
00008	CLIN 00008- Technical Support Services for the Office of Communications, External Affairs, EM-2.31 and Communications Services, EM-2.32 Embedded Lease: No [redacted]				[redacted]
00009	CLIN 00009- Technical Support Services to EM-3, Field Sites Embedded Lease: No [redacted]				[redacted]
00010	CLIN 00010- Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11 Embedded Lease: No [redacted]				[redacted]
00011	CLIN 00011- Technical Support Services for the Office of Operation Safety Management, Safety Culture and Data Analysis Embedded Lease: No [redacted]				[redacted]
00012	CLIN 00012- Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control Embedded Lease: No [redacted]				[redacted]
00013	CLIN 00013- Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support Embedded Lease: No [redacted]				[redacted]

Continued ...

NAME OF OFFEROR OR CONTRACTOR

Catawba TEAPEC LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00014	CLIN 00014- Technical Support Services for the Office of Standards and Quality Assurance, EM-3.113 Embedded Lease: No [redacted]				[redacted]
00015	CLIN 00015- Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114 Embedded Lease: No [redacted]				[redacted]
00016	CLIN 00016- Technical Support Services for the Office of the Chief Technology Officer, EM-3.2, EM Minority Serving Institutions Partnership Program (MSIPP) Embedded Lease: No [redacted]				[redacted]
00017	CLIN 00017- Technical Support Services for the Office of the Chief Technology Officer, EM-3.2 Embedded Lease: No [redacted]				[redacted]
00018	CLIN 00018- Technical Support Services for the Office of Infrastructure and D&D, Support for Naval Reactors, EM-4.11 Embedded Lease: No [redacted]				[redacted]
00019	CLIN 00019- RESERVED [redacted]				[redacted]
00020	CLIN 00020- Technical Support Services for the Office of Subsurface Closure, EM-4.12 Embedded Lease: No [redacted]				[redacted]
00021	CLIN 00021- Technical Support Services for the Office of Subsurface Closure, EM-4.12, Per-and Polyfluorinated Substances (PFAS) Continued ...				[redacted]

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Embedded Lease: No [redacted]				
00022	CLIN 00022- Technical Support Services for the Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21 Embedded Lease: No [redacted]				[redacted]
00023	CLIN 00023- TRU Oversight DOE Order 435.1, EM-4.21 Embedded Lease: No [redacted]				[redacted]
00024	CLIN 00024- Technical Site Support for Regulatory Compliance and Operation for Waste Disposal Embedded Lease: No [redacted]				[redacted]
00025	CLIN 00025- Technical Support DOE on Implementation of DOE's obligation under Mercury Export Ban Act (MEGA), Office of Waste Disposal, EM-4.22 Embedded Lease: No [redacted]				[redacted]
00026	CLIN 00026- Technical Support to the United States (US) Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22 Embedded Lease: No [redacted]				[redacted]
00027	CLIN 00027- Title X, Greater than Class C (GTCC) Low Level Waste (LLW) and Molybdenum-99 (Mo-99) Support, Office of Waste Disposal, EM-4.22 Embedded Lease: No [redacted]				[redacted]
00028	CLIN 00028- Waste Data Collection and Analysis, Office of Waste Disposal, EM-4.22 Embedded Lease: No [redacted] Continued ...				[redacted]

NAME OF OFFEROR OR CONTRACTOR

Catawba TEAPEC LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00029	CLIN 00029- General HLW and SNF for Office of NM, EM-4.23 Embedded Lease: No [redacted]				[redacted]
00030	CLIN 00030- Technical Support Services for the Office of NM, EM-4.23, Integrated Project Team (IPT) for DOE-Wide Review of Nuclear Material Handling/Processing Infrastructure (NMI) Embedded Lease: No [redacted]				[redacted]
00031	CLIN 00031- Technical Support Services for the Office of NM, EM-4.23 Embedded Lease: No [redacted]				[redacted]
00032	CLIN 00032- Technical Support Services for the Office of Packaging and Transportation, EM-4.24 Embedded Lease: No [redacted]				[redacted]
00033	CLIN 00033- Technical Support Services for the Office of Budget, EM-5.111 Embedded Lease: No [redacted]				[redacted]
00034	CLIN 00034- Technical Support Services for the Office of Program Planning, EM-5.112 Embedded Lease: No [redacted]				[redacted]
00035	CLIN 00035- Technical Support Services for the Office of Program Planning, EM-5.112 Embedded Lease: No [redacted]				[redacted]
00036	CLIN 00036- Technical Support Services for the Office of Workforce Management, EM-5.13 Embedded Lease: No [redacted] Continued ...				[redacted]

NAME OF OFFEROR OR CONTRACTOR

Catawba TEAPEC LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00037	CLIN 00037- Technical Support Services for the Office of Project Management, EM-5.22 Embedded Lease: No [redacted]				[redacted]
00038	CLIN 00038- Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating Embedded Lease: No [redacted]				[redacted]
00039	CLIN 00039- Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating Embedded Lease: No [redacted]				[redacted]
00040	CLIN 00040- Technical Support Services for EM Los Alamos (EM-LA) Embedded Lease: No [redacted]				[redacted]
00041	CLIN 00041- OREM Training Support Embedded Lease: No [redacted]				[redacted]
00042	CLIN 00042- EM General Support Embedded Lease: No [redacted]				[redacted]

5. STANDARD FORM 33

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 1

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	89303322REM000114	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	06/06/2024	

7. ISSUED BY	CODE 893033	8. ADDRESS OFFER TO (If other than Item 7)
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		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and (See Section L.11) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1500 ED (Hour) local time 08/05/2024 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Courtney Renea Stallworth	513	246-0479		Courtney.Stallworth@emcbc.doe.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	14
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	58	☒	J	LIST OF ATTACHMENTS	27
☒	D	PACKAGING AND MARKING	2			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	3	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15
☒	F	DELIVERIES OR PERFORMANCE	4				
☒	G	CONTRACT ADMINISTRATION DATA	9	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	61
☒	H	SPECIAL CONTRACT REQUIREMENTS	59	☒	M	EVALUATION FACTORS FOR AWARD	8

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 0001	06/21/2024		
	Amendment 0002	07/29/2024		

15A. NAME AND ADDRESS OF OFFEROR	CODE 9WW12	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Catawba TEAPEC LLC 996 Avenue Of The Nations Rock Hill, South Carolina 29730-7645			[redacted]

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
[redacted]			

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
Courtney Renea Stallworth		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9/2014)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	06/21/2024		

6. ISSUED BY CODE 893033

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 03001

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati OH 45202

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Catawba TEAPEC LLC
996 Avenue of the Nations
Rock Hill, South Carolina 29730-7645

(x) 9A. AMENDMENT OF SOLICITATION NO.
89303322REM000114

9B. DATED *(SEE ITEM 11)*
06/06/2024

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

CODE 9WW12 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

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 pages for a description of the changes.

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)*
[redacted]	

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0002	07/29/2024		

6. ISSUED BY	CODE	893033	7. ADMINISTERED BY (If other than Item 6)	CODE	03001
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			EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Catawba TEAPEC LLC
996 Avenue Of The Nations
Rock Hill, South Carolina 29730-7649

(x) 9A. AMENDMENT OF SOLICITATION NO.
89303322REM000114

X 9B. DATED (SEE ITEM 11)
06/06/2024

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE	9WW12	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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 pages for a description of the changes.
LIST OF CHANGES:
Bids due date : 01-AUG-24 changed to 05-AUG-24

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[redacted]	

Prescribed by GSA
STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 73

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003	01/31/2025		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
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	893033	EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	03001

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
89303322REM000114

x 9B. DATED *(SEE ITEM 11)*
06/06/2024

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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 pages for a description of the changes.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
[redacted]	

Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 73

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003	01/31/2025		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
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	893033	EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	03001

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
	(x)	89303322REM000114
	x	9B. DATED *(SEE ITEM 11)* 06/06/2024
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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 pages for a description of the changes.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
[redacted]	

Previous edition unusable

STANDARD FORM 30 (REV. 10/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Part I- The Schedule

Section B

Supplies or Services and Prices/Costs

Table of Contents

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014) 3

B.2 DOE-B-2001 Cost-Plus-Fixed-Fee Contract: Total Estimated Cost and Fixed Fee (OCT 2014) **Error! Bookmark not defined.**

B.3 Contract Cost and Fee 3

B.4 Indirect Ceiling Rate 8

B.5 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to Cost-Reimbursement type CLINs) **Error! Bookmark not defined.**

B.6 Funding Profile 9

B.7 Allowability of Subcontractor Fee 19

B.8 Fee Adjustments 19

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this contract.

B.2 COST-PLUS-FIXED-FEE CONTRACT, is hereby amended as follows:

Current through Mod P00041

1. This is a hybrid Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) type of contract. The total estimated cost and fixed fee for this contract are as follows:

[redacted]

[redacted] [redacted]

2. The Total Estimated Cost and Fixed Fee of the contract, and/or the Total Estimated Cost and Fixed Fee of the contract Line Items, is illustrated in Table B.3-1.
3. Payment of fee will be made in accordance with FAR 52.216-8, Fixed Fee (Jun 2011).

B.3 Contract Cost and Fee

Current through Mod P00041

(a) This is a performance-based contract that includes FFP and CPFF-type Contract Line-Item Numbers (CLINs).

(b) CLIN Types

(1) Firm-Fixed Price (FFP) (CLIN 00001)

The Contract Transition Period begins with issuance of the Notice to Proceed (NTP). The Transition Period is defined in Section F.3.

(2) Cost Plus Fixed Fee (CPFF) (CLINs 00002, 00003, 00004, 00005, 00006, 00007, 00008, 00009, 00010, 00011, 00012, 00013, 00014, 00015, 00016, 00017, 00018, 00019, 00020, 00021, 00022, 00023, 00024, 00025, 00026, 00027, 00028, 00029, 00030, 00031, 00032, 00033, 00034, 00035, 00036, 00037, 00038, 00039, 00040, 00041, 00042, 00043)

(c) Total Estimated Cost for All CLINs

The Total Estimated Cost and Fee (as applicable) for each CLIN, the Total Estimated Cost and Fee (as applicable) for each contract period, and the cumulative Total Estimated Cost and Fee for the Contract are as follows:

Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
CLIN	**CLIN Description**			**FFP**

Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
00001	Transition Period (90 days)			$9,573.00
		Estimated Cost	**Available Fixed Fee**	**Estimated Cost and Fixed Fee**
00002	Technical Support Services for the Idaho Cleanup Project (ICP)	[redacted]	[redacted]	[redacted]
00003	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, Support for Regulatory Compliance, Core Team Process and Regulatory Initiatives	[redacted]	[redacted]	[redacted]
00004	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, DOE Order 435.1	[redacted]	[redacted]	[redacted]
00005	Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Low-Level Waste (LLW) Disposal Facility Federal Review Group (LFRG)	[redacted]	[redacted]	[redacted]
00006	Technical Support Services for the Office of Regulatory Compliance, EM-2.21 National Environmental Policy Act (NEPA)	[redacted]	[redacted]	[redacted]
00007	Technical Support Services Office of Infrastructure, Disposition, and Regulatory Policy, EM-4.1	[redacted]	[redacted]	[redacted]
00008	Technical Support Services for the Office of Communication, External Affairs, EM-2.31 and Communications Services, EM-2.32	[redacted]	[redacted]	[redacted]
00009	Technical Support Services Office of Infrastructure and D&D, EM-4.11, Master Assessment Plan (MAP)	[redacted]	[redacted]	[redacted]

Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
00010	Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11	[redacted]	[redacted]	[redacted]
00011	Technical Support Services for the Office of Safety Management, Safety Culture and Data Analysis	[redacted]	[redacted]	[redacted]
00012	Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support	[redacted]	[redacted]	[redacted]
00013	Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control	[redacted]	[redacted]	[redacted]
00014	Technical Support Services for the Office of Standards and Quality Assurance, EM-3.113	[redacted]	[redacted]	[redacted]
00015	Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114	[redacted]	[redacted]	[redacted]
00016	Technical Support Services for the Office of Technology Development, EM-3.2, Minority Serving Institutions Partnership Program (MSIPP)	[redacted]	[redacted]	[redacted]
00017	Technical Support Services for the Office of Technology Operations, EM-3.21	[redacted]	[redacted]	[redacted]
00018	Technical Support Services for the Office of Infrastructure and Deactivation & Decommissioning (D&D)	[redacted]	[redacted]	[redacted]

Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
00019	Technical Support Office of Acquisition and Contract Management (EM-5.21)	[redacted]	[redacted]	[redacted]
00020	Technical Support Services for the Office of Subsurface Closure, EM-4.12	[redacted]	[redacted]	[redacted]
00021	Technical Support Services to the Office of Subsurface Closure, EM-4.12, Per-and Polyfluorinated Substances (PFAS)	[redacted]	[redacted]	[redacted]
00022	Technical Support Services for Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21	[redacted]	[redacted]	[redacted]
00023	TRU Oversight DOE Order 435.1, EM-4.21	[redacted]	[redacted]	[redacted]
00024	Technical Site Support for Regulatory Compliance and Operation for Waste Disposal	[redacted]	[redacted]	[redacted]
00025	Technical Support to DOE on Implementation of DOE's obligation under Mercury Export Ban Act (MEBA), Office of Waste Disposal, EM- 4.22	[redacted]	[redacted]	[redacted]
00026	Technical Support to the US Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22	[redacted]	[redacted]	[redacted]
00027	Title X, Greater Than Class C (GTCC) Low-Level Waste (LLW) and Molybdenum- 99 (mo-99) Support, Office of Waste Disposal, EM-4.22	[redacted]	[redacted]	[redacted]

Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
00028	Waste Data Collection and Analysis, Office of Waste Disposal, EM-4.22	[redacted]	[redacted]	[redacted]
00029	General High-Level Waste (HLW) and Spent Nuclear Fuel (SNF) for Office of Nuclear Materials, EM-4.23	[redacted]	[redacted]	[redacted]
00030	Technical Support Services for the Office of Nuclear Materials, EM-4.23, Integrated Project Team (IPT) for DOE- Wide Review of Nuclear Material Handling/Processing Infrastructure (NMI)	[redacted]	[redacted]	[redacted]
00031	Technical Support Services for the Office of Nuclear Materials, EM-4.23	[redacted]	[redacted]	[redacted]
00032	Technical Support Services for the Office of Packaging and Transportation	[redacted]	[redacted]	[redacted]
00033	Technical Support Services for the Office of Budget, EM-5.111	[redacted]	[redacted]	[redacted]
00034	Technical Support Services for the Office of Program Planning, EM-5.112	[redacted]	[redacted]	[redacted]
00035	Technical Support Services for the Office of Program Planning, EM-5.112, Federal Site Life-Cycle Estimates (FSLEs)	[redacted]	[redacted]	[redacted]
00036	Technical Support Services for the Office of Workforce Management, EM-5.13	[redacted]	[redacted]	[redacted]
00037	Technical Support Services for the Office of Project Management, EM-5.22	[redacted]	[redacted]	[redacted]
00038	Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning,	[redacted]	[redacted]	[redacted]

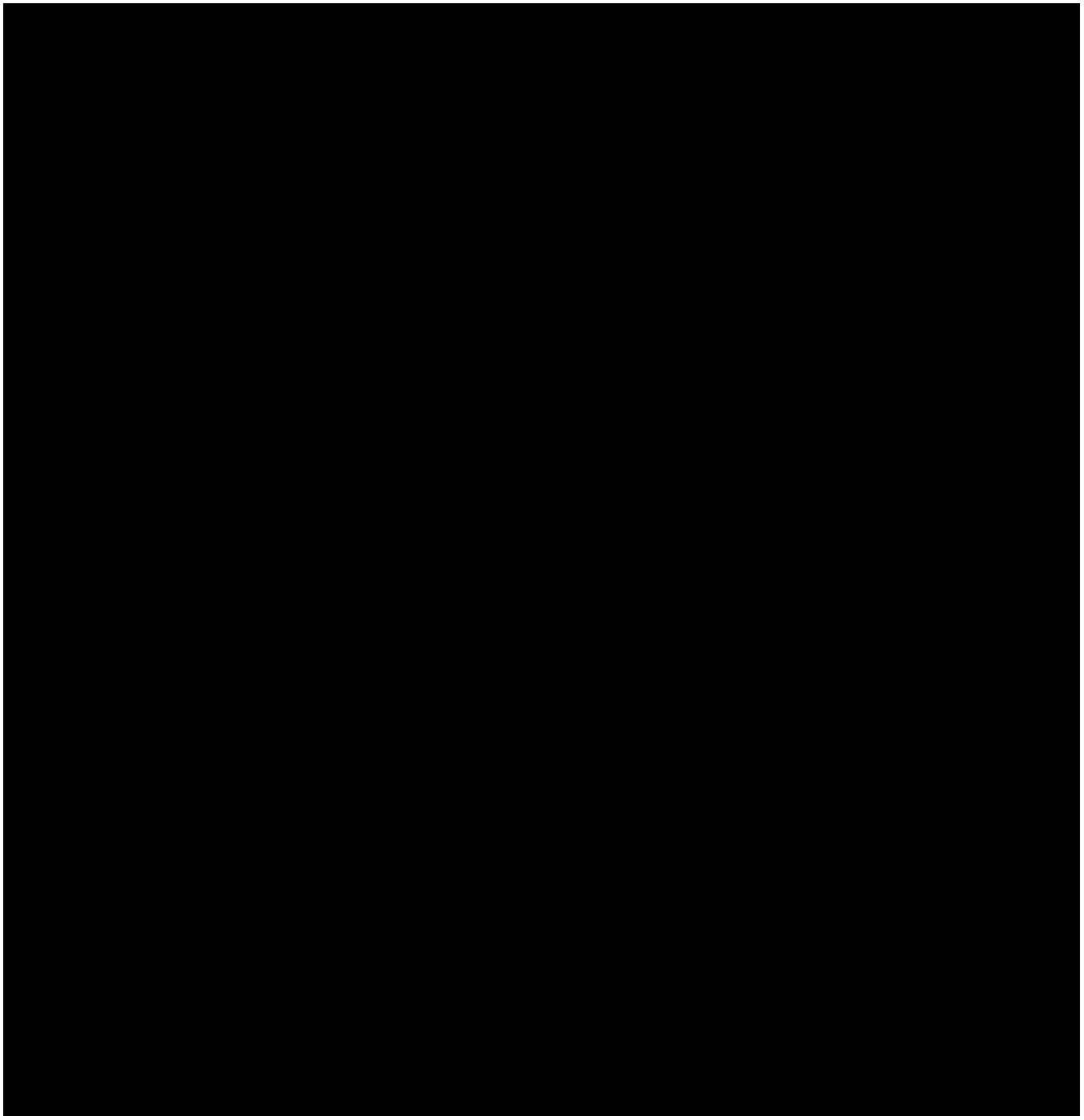
Table B.3-1 Contract Cost and Fee Period of Performance (5 Years)				
	EM-5.112, EMCBC Office of Cost Estimating			
00039	Technical Support Services for the EM Los Alamos (EM-LA) Field Office, Technology Support Services	[redacted]	[redacted]	[redacted]
00040	Technical Support Services for EM Correspondence Center (EMCC)	[redacted]	[redacted]	[redacted]
00041	Technical Support Services for the Oak Ridge Office of Environmental Management (OREM) Technical Support	[redacted]	[redacted]	[redacted]
00042	Data Analysis and Automation Support Services for DOE Environmental Management, Workforce Management Office (DOE EM-5.13)	[redacted]	[redacted]	[redacted]
00043	EM General Support	[redacted]	[redacted]	[redacted]
Total Cost Plus Fixed Fee		[redacted]	[redacted]	**$94,993,222.52**

(1) Estimated Cost for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at contract start, as may be revised by modification to the contract per the contract terms.
(2) Available Fixed Fee is defined as the amount of fee that may be earned under the contract for each applicable CLIN.
(3) Estimated Cost and Fixed Fee is defined as the total of the Estimated Cost and Available Fixed Fee.

B.4 Indirect Ceiling Rate

Current through Mod P00008

[redacted]



Current through Mod P00041

B.5 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to Cost-Reimbursement type CLINs)

(a) Pursuant to the Clause of this contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below 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 below.

Table B.5-1 Contract Total Funds Obligated						
CLIN	**CLIN Description**	[redacted]		**FFP**	**Total Funds Obligated**	**Funds Cover Performance Through**
00001	Transition Period (90 days)			[redacted]		
		Estimated Cost	**Available Fixed Fee**	**Estimated Cost and Fixed Fee**		
00002	Technical Support Services for the Idaho Cleanup Project (ICP)	[redacted]				
00003	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, Support for Regulatory Compliance, Core Team Process and Regulatory Initiatives	[redacted]				
00004	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, DOE Order 435.1	[redacted]				
00005	Technical Support Services for the Office of Regulatory	[redacted]				

	Compliance, EM-2.21, Low-Level Waste (LLW) Disposal Facility Federal Review Group (LFRG)				[redacted]	[redacted]
00006	Technical Support Services for the Office of Regulatory Compliance, EM-2.21 National Environmental Policy Act (NEPA)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00007	Technical Support Services Office of Infrastructure, Disposition, and Regulatory Policy, EM-4.1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00008	Technical Support Services for the Office of Communication, External Affairs, EM-2.31 and Communications Services, EM-2.32	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00009	Technical Support Services Office of Infrastructure and D&D, EM-4.11, Master Assessment Plan (MAP)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

00010	Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00011	Technical Support Services for the Office of Safety Management, Safety Culture and Data Analysis	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00012	Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00013	Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00014	Technical Support Services for the Office of Standards and	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

	Quality Assurance, EM-3.113					
00015	Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00016	Technical Support Services for the Office of Technology Development, EM-3.2, Minority Serving Institutions Partnership Program (MSIPP)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00017	Technical Support Services for the Office of Technology Development, EM-3.2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00018	Technical Support Services for the Office of Infrastructure and Deactivation & Decommissioning (D&D)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00019	Technical Support Office of Acquisition	[redacted]	[redacted]	[redacted]		

	and Contract Management (EM- 5.21)				[redacted]	[redacted]
00020	Technical Support Services for the Office of Subsurface Closure, EM-4.12	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00021	Technical Support Services to the Office of Subsurface Closure, EM-4.12, Per-and Polyfluorinated Substances (PFAS)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00022	Technical Support Services for Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00023	TRU Oversight DOE Order 435.1, EM-4.21	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00024	Technical Site Support for Regulatory Compliance and Operation for Waste Disposal	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00025	Technical Support to DOE on	[redacted]	[redacted]	[redacted]		

	Implementation of DOE's obligation under Mercury Export Ban Act (MEBA), Office of Waste Disposal, EM-4.22				[redacted]	[redacted]
00026	Technical Support to the US Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00027	Title X, Greater Than Class C (GTCC) Low-Level Waste (LLW) and Molybdenum-99 (mo-99) Support, Office of Waste Disposal, EM-4.22	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00028	Waste Data Collection and	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

	Analysis, Office of Waste Disposal, EM-4.22					
00029	General High-Level Waste (HLW) and Spent Nuclear Fuel (SNF) for Office of Nuclear Materials, EM-4.23	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00030	Technical Support Services for the Office of Nuclear Materials, EM-4.23, Integrated Project Team (IPT) for DOE- Wide Review of Nuclear Material Handling/Processing Infrastructure (NMI)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]6
00031	Technical Support Services for the Office of Nuclear Materials, EM-4.23	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00032	Technical Support Services for the Office of Packaging and Transportation	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

00033	Technical Support Services for the Office of Budget, EM-5.111	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00034	Technical Support Services for the Office of Program Planning, EM-5.112	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00035	Technical Support Services for the Office of Program Planning, EM-5.112, Federal Site Life-Cycle Estimates (FSLEs)	[redacted]	[redacted]	[redacted]		
00036	Technical Support Services for the Office of Workforce Management, EM-5.13	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00037	Technical Support Services for the Office of Project Management, EM-5.22	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00038	Technical Support Services for the Office of Project Management, EM-5.22 and	[redacted]	[redacted]	[redacted]		

	Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating				[redacted]	[redacted]
00039	Technical Support Services for the EM Los Alamos (EM-LA) Field Office, Technology Support Services	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00040	Technical Support Services for EM Correspondence Center (EMCC)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00041	Technical Support Services for the Oak Ridge Office of Environmental Management (OREM) Technical Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
00042	Data Analysis and Automation Support Services for DOE Environmental Management, Workforce Management Office (DOE EM-5.13)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

00043	EM General Support	[redacted]					
Total Funds Obligated							**$18,066,549.82**

Mod P00008

B.6 Funding Profile

The planned funding profile per Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

Government Fiscal Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
$Amount*	[redacted]		$17,613,831	$18,142,169	$18,550,247	$13,920,337	$85,397,735

*The dollar amounts are represented in ($M). The provided funding profile represents the Government's estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Table B.3-1 above.

B.7 Allowability of Subcontractor Fee

(a) If the Contractor has formed and performs the contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the Total Available Fixed Fee as shown in Table B.3-1. Separate, additional, subcontractor fee is not an allowable cost under this contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.

(b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing "commercial products" and/or "commercial services" as defined in FAR 2.101, *Definitions,* if the subcontract price is fair and reasonable.

B.8 Fee Adjustments

The fixed fee does not vary with actual cost. However, if the actual cost of a given CLIN changes by at least 15% from the estimated cost of the CLIN in Section B, Table B.3-1 – as a result of changes in the work to be performed under the Contract – the Contractor and Government may enter into good faith negotiations to revise the fixed fee upward or downward for each impacted

CLIN. Adjustments may occur at the completion of each year of contract performance or more frequently if agreed to by the parties.

Part I- The Schedule
Section C - Description of Services/Specifications

Performance Work Statement (PWS)

Table Of Contents

C.1 Background and General Requirements 5

C.2 Contractor Performance 5

C.3 Work Scope 6

C.3.1 CLIN 00001 – Transition Period (90 Days) 6

C.3.2 CLIN 00002 – Technical Support Services for the Idaho Cleanup Project (ICP) 8

C.3.3 CLIN 00003 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Support for Regulatory Compliance and Regulatory Initiatives 9

C.3.4 CLIN 00004 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, DOE Order 435.1 10

C.3.5 CLIN 00005 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Low Level Waste (LLW) Disposal Facility Federal Review Group (LFRG) 11

C.3.6 CLIN 00006 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13 National Environmental Policy Act (NEPA) 11

C.3.7 CLIN 00007 – Technical Support Services Office of Infrastructure, Disposition, and Regulatory Policy, EM-4.1 17

C.3.8 CLIN 00008 – Technical Support Services for the Office of Communications, External Affairs, EM-2.31 and Communications Services, EM-2.32 ..... **Error! Bookmark not defined.**

C.3.9 CLIN 00009 –– Technical Support Services Office of Infrastructure and D&D, EM-4.11, Master Assessment Plan (MAP) 22

C.3.10 CLIN 00010 – Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11 23

C.3.11 CLIN 00011 – Technical Support Services for the Office of Safety Management, Safety Culture and Data Analysis 27

C.3.12 CLIN 00012 – Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support 28

C.3.13 CLIN 00013 – Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control 29

C.3.14 CLIN 00014 – Technical Support Services for the Office of Standards and Quality Assurance, EM-3.113 29

C.3.15 CLIN 00015 – Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114 34

C.3.16 CLIN 00016 – Technical Support Services for the Office of the Chief Technology Officer , EM-3.2, EM Minority Serving Institutions Partnership Program (MSIPP) 37

C.3.17 CLIN 00017 – Technical Support Services for the Office of the Chief Technology Officer, EM-3.2 37

C.3.18 CLIN 00018 – Technical Support Services for the Office of Infrastructure and D&D, Support for Naval Reactors, EM-4.11 38

C.3.19 CLIN 00019 – Technical Support Services for the Office of Acquisition and Contract Management, EM-5.21 39

C.3.20 CLIN 00020 – Technical Support Services for the Office of Subsurface Closure, EM-4.12 40

C.3.21 CLIN 00021 – Technical Support Services for the Office of Subsurface Closure, EM-4.12, Per- and Polyfluorinated Substances (PFAS) 41

C.3.22 CLIN 00022 – Technical Support Services for Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21 42

C.3.23 CLIN 00023 – TRU Oversight DOE Order 435.1, EM-4.21 43

C.3.24 CLIN 00024 – Technical Site Support for Regulatory Compliance and Operation for Waste Disposal.... 44

C.3.25 CLIN 00025 – Technical Support DOE on Implementation of DOE's obligation under Mercury Export Ban Act (MEBA), Office of Waste Disposal, EM-4.22 44

C.3.26 CLIN 00026 – Technical Support to the United States (US) Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22 46

C.3.27 CLIN 00027 – Title X, Greater Than Class C (GTCC) Low Level Waste (LLW) and Molybdenum-99 (Mo-99) Support, Office of Waste Disposal, EM-4.22 48

C.3.28 CLIN 00028 – Waste Data Collection and Analysis, Office of Waste Disposal, EM-4.22 50

C.3.29 CLIN 00029 – General HLW and SNF for Office of NM, EM-4.23 51

C.3.31 CLIN 00031 – Technical Support Services for the Office of NM, EM-4.23, ... 51

C.3.32 CLIN 00032 – Technical Support Services for the Office of Packaging and Transportation, EM-4.24..... 52

C.3.33 CLIN 00033 – Technical Support Services for the Office of Budget, EM-5.111 56

C.3.34 CLIN 00034 – Technical Support Services for the Office of Program Planning, EM-5.112 58

C.3.35 CLIN 00035 – Technical Support Services for the Office of Program Planning, EM-5.112, Federal Site Life-Cycle Estimates (FSLEs) 59

C.3.36 CLIN 00036 – Technical Support Services for the Office of Workforce Management, EM-5.13 59

C.3.37 CLIN 00037 – Technical Support Services for the Office of Project Management, EM-5.22 60

C.3.38 CLIN 00038 – Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating 61

C.3.39 CLIN 00039 – Technical Support Services for the EM Los Alamos (EM-LA) Field Office, Technology Support Services 63

C.3.40 CLIN 00040 – Technical Support Services for EM Correspondence Control Center (EMCC) 65

C.3.41 CLIN 00041 – OREM Training Support 67

C.3.42 CLIN 00042 – EM General Support 69

C.4 Performance Measures 71

C.1 Background and General Requirements

The Department of Energy's (DOE) Office of Environmental Management (EM) (DOE EM) mission is to complete the safe cleanup of the environmental legacy resulting from five decades of nuclear weapons development and government-sponsored nuclear energy research. The EM Program is one of the largest and most diverse and technically complex environmental cleanup programs in the world and includes responsibility for the cleanup of hundreds of sites across the country. A listing of the major sites can be found at https://energy.gov/em/cleanup-sites

Integral to that responsibility is the need to safely disposition large volumes of nuclear waste; safeguard and prepare for disposition of nuclear materials (NM) that could be used in nuclear weapons; deactivate and decommission several thousand radiologically and chemically contaminated facilitates no longer needed to support the DOE's mission; and remediate extensive surface and groundwater contamination. DOE EM is charged with completion of the mission within the parameters of directives, regulations, and requirements while maximizing performance and maintaining budget. It is essential that EM have the support of a Contractor that can provide objective assistance at the highest levels of program planning, definition, execution, and evaluation.

The purpose of this contract is to provide technical support services of superior quality in support of on-going activities at DOE. The Contractor has the responsibility for total performance under this requirement, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. The Contractor shall provide a workplace of choice to facilitate recruitment and retention of highly qualified support staff personnel.

C.2 Contractor Performance

(a) The Contractor shall furnish offsite personnel, facilities, office furniture, equipment, material, services, and supplies, and otherwise do all things necessary to accomplish work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the contract. While work will generally be performed offsite utilizing offsite or may be performed remotely, for certain work performed at government facilities referenced in section F.2, the Government will furnish office furniture, equipment, materials, services, and supplies. In performing the work, the Contractor shall comply with all applicable DOE Orders and local, state, and Federal regulations.

(b) The Contractor shall be responsible for planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this PWS.

(c) Contractor personnel shall be fully certified or trained and capable of performing the activities described in this PWS with minimum oversight and guidance by DOE, while in compliance with all applicable procedures. However, the scope does not include continual training or certification and is the responsibility of the Contractor. The Contractor shall ensure that personnel perform duties in a competent, professional manner that meets established milestones and adheres to established schedules. Work products shall be thorough, timely, accurate, appropriately documented, and comply with established criteria. Some work products shall include highly

sensitive information and recommendations. The Contractor shall use Attachment J-5, Notice of Nondisclosure form. The Contractor shall ensure that all its personnel sign a nondisclosure form. The Contractor shall maintain the signed nondisclosure forms for all its current and former personnel and shall provide copies of the signed nondisclosure forms to the DOE CO upon request. The Contractor shall ensure personnel uphold overall DOE standards of ethics and professional behavior.

(d) When a CLIN states that there is a security requirement, the Contractor shall ensure its personnel possesses appropriate security clearances to access classified information and facilities. This requirement may also involve assessing the employing organizations Foreign Ownership, Control, or Influence determination information.

(e) When a CLIN states that there is a travel requirement, the DOE CO or COR may require travel to DOE sites or other locations as requested, as a part of normal work responsibilities.

(f) In providing the support specified herein, DOE may require the Contractor to cooperate and interface with other EM Contractors who are also providing technical support services.

(g) The Contractor shall deliver a monthly status report to the DOE CO and COR for each Contract Line-Item Number (CLIN) to include the following information. By CLIN, the monthly status report shall first summarize monthly accomplishments, including monthly dollars spent and hours worked. Second, the report shall detail the monthly expenditures, to include a copy and listing of the current subcontractor invoices. Finally, the report shall provide the status of funds available for continued performance pursuant to Section B, B.5, DOE-B-2013, Obligation of Funds and B.8, Limitation of Government's Obligation (applicable only to the Transition) and align to Section G, G.5, DOE-G-2005, Billing Instructions and G.6, DOE-G-2005, Billing Instructions – Alternate I.

C.3 Work Scope

C.3.1 CLIN 00001 – Transition Period (90 Days)

The desired outcome is a smooth transition of full responsibility for execution of the contract that maintains continuity of operations and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission. The main goal of the transition process is to ensure that terms and conditions of the contract are fully understood by the Contractor and the Contractor demonstrates readiness to assume responsibility seamlessly, prior to assumption of full responsibility for performance of the contract.

Contract transition shall be conducted in accordance with DOE approved transition plans. The Contractor shall perform the activities necessary to transition work from the incumbent Contractor, subcontracts, and employees in accordance with the requirements of this contract.

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) to execute the 90-day transition period (estimated). The Contractor shall ensure all necessary personnel, including key personnel, are available during the transition period, unless specifically directed otherwise by the CO.

(a) **Transition Plan.** Within 5 days after NTP, the Contractor shall submit a transition plan for DOE approval that:

(1) Includes a schedule and description of the activities necessary to transition the work from the incumbent Contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; (3) designates Contractor officials responsible for transition activities; and (4) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner;

(2) Includes a description of the activities necessary to transition the workforce. Workforce transition includes but is not limited to:

(i) Ensuring all necessary personnel, including key personnel, are available during the transition period, unless specifically directed otherwise by the CO;

(ii) Managing workforce and benefits transition in accordance with the requirements of the Contractor Human Resource Management clauses in Section H, as applicable;

(iii) Employing additional staff as necessary;

(iv) Ensuring all staff have appropriate badges and clearances to perform their designated scope of work.

(3) Addresses how 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;

(4) Document in a Transfer Agreement with the prior Contractor(s) all key elements of the transfer. This may identify purchase order and subcontract assignments, software license agreements, property transfers/exclusions, key documents/databases/records, permits, outstanding liabilities, litigation, administrative claims, or other documents.

(5) Includes a description of the subcontracting activities necessary for the Contractor to assume full responsibility for this Contract no later than 90 days after NTP and address other activities and deliverables specified in this Contract that require DOE approval prior to completion of transition.

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 identified in the PWS are included in the Transition Plan.

(b) **Subcontracts.** The Contractor shall put into place any agreements it deems necessary between it and other Contractors/subcontractors for provision of services no later than 30 days after NTP. Any agreement or subcontract that requires DOE consent shall be subject to a 14-calendar day review and approval period unless a longer review/approval period is warranted due to the size and complexity of the document.

(c) **Status Reports – Transition Activities.** The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and affected Contractors to review transition activities and issues.

(d) **Declaration of Readiness.** Submit a Declaration of Readiness to Execute Contract to the CO, at least 10 days prior to the end of the transition period, indicating readiness to assume responsibility for execution of the contract. Also, identify any post-transition activities that may be required

(e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

(e) **Recommendations/Lessons Learned.** The Contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes wasteful spending, while complying with contract terms and conditions, safety standards and security standards. The initial recommendations for all areas of the PWS shall be submitted to the Contracting Officer's Representative (COR) within 90 days after NTP. Recommendations/lessons learned shall be relevant, useful, and implementable.

C.3.2 CLIN 00002 – Technical Support Services for the Idaho Cleanup Project (ICP)

The Contractor shall support the ICP Office in the development and defense of the ICP Strategic Plan, along with all required supporting documentation. The plan shall reflect a closure strategy for the ICP to address all mission scope through its life cycle.

Required expert technical assistance/SME support includes:

(a) Cost/Technical Analysis:

(1) Long-range data and program analysis/project reviews to support the development of improved life-cycle cost & schedule baselines for the Idaho Cleanup Project and identification of the range of budget/program alternatives and priorities to be considered in an updated ICP strategic plan/closure strategy.

(2) Refinement/tailoring of ICP analytical and cost modeling capabilities to quantitatively evaluate alternative cleanup in terms of optimizing risk reduction, minimizing cost, maximizing return on investment, and adjusting reported performance metrics as appropriate.

(3) Integration of the full suite of ICP program cost profiles to inform and support the development of ICP's red-blue planning data sets, as well as the environmental liability (cost) estimate and the associated auditing process;

(4) Refinement of ICP data visualization and reporting capability to facilitate communication of ICP cleanup progress and alternatives;

(5) Cost studies and other analyses/evaluations related to alternative strategies to disposition high-level radioactive waste (HLW), spent nuclear fuel (SNF), new waste forms, and other wastes/materials; and

(6) Integration, planning, and analysis for contaminated excess DOE facility deactivation and decommissioning (D&D) activities.

(b) Programmatic Support:

(1) Regulatory analysis support, including reviews of Congressional legislation and support for EM's responses to the Government Accountability Office (GAO), Investigator General (IG), and other audits;

(2) Preparation of regulatory-related materials for use in engaging with the State of Idaho, Idaho Department of Environmental Quality, etc. as it relates to the socialization and implementation of the closure strategy; and

(3) Preparation of briefings, documents, graphics, options papers, and other documents, and administrative support.

Travel Requirement: Yes

Security Requirement: No

C.3.3 CLIN 00003 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Support for Regulatory Compliance and Regulatory Initiatives

The EM Office of Regulatory Compliance (EM-4.13) uses subject matter experts to review and develop formalized, consensus-based processes for enhanced decision making on key remediation activities. This support also facilitates improved communication with regulators and can lead to effective cleanup at reduced costs. The Contractor shall provide assistance to EM-4.13 by developing and implementing risk-based communication strategies to address concerns associated with potential elevated levels of contamination at and in the vicinity of EM sites. In support of this effort, the contractor may provide technical support to EM sites and HQ on communicating, strategizing, and analyzing site capabilities for addressing regulatory concerns and support DOE Headquarters in identifying and communicating regulatory agreements, milestones, and decision documents.

Work Description: The Contractors may serve on facilitation teams for regulatory support and shall provide direct technical support to EM-4.13 by presenting the Principles of Environmental Restoration (Principles) to Headquarters and Site Integrated Project Team (IPT) members, training IPT members on the Principles and on the characteristics of an effective regulatory team, facilitating and preparing meetings and conferences, and other relevant duties as assigned. The Contractor shall support EM-4.13 in monitoring regulatory compliance through milestone tracking and other methods, as needed, and shall provide technical expertise on tracking compliance through a database system. The Contractor shall provide technical expertise on tracking compliance through a database system. The Contractor shall assist EM-4.13 staff in working with the sites where technical assistance is required and shall develop technical products and revise these as, as needed. The Contractor shall develop technical products and revise them as needed.

The contractor shall support EM-4.13 in developing issue papers for regulatory initiatives, congressional initiatives, and providing technical expertise on the impacts of specific regulatory initiatives implemented. The Contractor shall revise documents, as required.

In addition, the Contractor shall develop and maintain an Action Tracking System capable of identifying and organizing activities, associated issues, and resulting corrective actions. The system shall allow individual activities to be logged (e.g., Site Assists), track whether issues were identified during those activities and generate corresponding action items necessary to return the affected site or process to compliance.

- The Action Tracking System shall include, at a minimum, the following capabilities: Automatically generated unique identification numbers for each activity, issue, and action item
- Priority designation (e.g., low, normal, high)
- Status tracking (e.g., initiated, in progress, completed)

- A field indicating whether an issue was identified (yes/no)
- Start and completion dates for each entry
    - A countdown feature that alerts the assigned personnel to remaining days before an action or activity becomes due
- Categorization of action types (e.g., DOE Order 435.1, Site Assists, RC Milestones, NEPA requirements, etc.)
- Fields for corresponding eDOCS numbers, notes, and relevant site identifiers (e.g., SRS, OR, HFO, WVDP, etc.)

The Contractor shall develop the Action Tracking System using existing no-cost software available within the Department of Energy environment, such as Microsoft applications (e.g., Microsoft Lists). If the Contractor identifies an alternative no-cost, accessible, and user-friendly platform, it may be presented for Government consideration.

The Contractor shall provide initial development and maintenance support for approximately 30 hours over a 1–3 month period, followed by ongoing maintenance and updates on an as-needed basis.

Additionally, the Contractor shall provide up to 10 hours per month of backup technical support to the Government's current designated technical contractor. This support includes developing materials for Quarterly FFP meetings, co-facilitating those meetings, participating in bi-monthly coordination meetings, and responding to as-needed email correspondence with the OEMS Support Team. The Contractor shall also serve as backup support during periods when the lead contractor is unavailable.

Travel Requirement: Yes

Security Requirement: No

C.3.4 CLIN 00004 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, DOE Order 435.1

DOE Order 435.1, Radioactive Waste Management, is in place to ensure that DOE radioactive waste is managed in a manner that is protective of workers, public health and safety, and the environment. The last comprehensive update of requirements for radioactive waste management was completed in July of 1999 when DOE Order 435.1 replaced DOE Order 5820.2A.

In government Fiscal Year 2009, the Department undertook a project to revise the Order to incorporate current practices. This revision has been ongoing while decisions were made regarding the high-level waste definition clarification. That clarification was completed in FY 2019 and therefore the remaining portions of the revision need to be completed.

In 2021, the revision to the order was restarted with an integrated project team and rulemaking activities.

Work Description:

The Contractor shall provide SME(s) to support EM-4.13 in implementing the DOE O 435.1 update processes. This includes the development of project schedule, requirements, guidance, technical basis, technical standards, and training course material. The Contractor shall support document

configuration control and documentation of comment resolution. The Contractor shall also train DOE and Contractor personnel on the requirements of DOE O 435.1 and provide training on Radioactivity for Engineers and Scientists. As part of revising the DOE Order and supporting documentation, the Contractor shall also assist in revising and implementing the Waste Management Oversight Program for Order 435.1 and developing a Waste Management Assessment program to assess the compliance and effectiveness of DOE O 435.1 driven site disposal and associated documentation.

Travel Requirement: Yes

Security Requirement: No

C.3.5 CLIN 00005 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13, Low Level Waste (LLW) Disposal Facility Federal Review Group (LFRG)

(a) The support activities under this CLIN are for regulatory compliance associated with EM mission, including, but not limited to, National Environmental Policy Act (NEPA), Resource Conversation and Recovery Act (RCRA), Comprehensive Environmental Response Compensation Liability Act (CERCLA), LFRG, Communities of Practice, and Long-Term Storage Activities (LTS) activities.

Work Description: The Contractor shall support EM-4.13 for the LFRG and this includes:

(1) Providing technical expertise associated with the disposal of low-level waste, mixed low-level waste, transuranic waste, and high-level waste;

(2) Supporting the review of site-specific performance assessments and composite analyses;

(3) Providing knowledge and expertise of national and international regulations relating to disposal of radionuclides;

(4) Supporting the development of or revisions to documents that guide LFRG activities;

(5) Assisting in resolving complex disposal issues at a site (e.g., *in situ* closure of reactor buildings) or at the complex level;

(6) Drafting selected waste management position papers; and

(7) Assisting with the review of Site Disposal Annual Summary Reports that document compliance with DOE O 435.1.

Travel Requirement: Yes

Security Requirement: No

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C.3.6 CLIN 00006 – Technical Support Services for the Office of Regulatory Compliance, EM-4.13 National Environmental Policy Act (NEPA), Environmental Assessment for Data Center construction with associated electricity generation

1) Background:

The Department of Energy's (DOE) Office of Environmental Management (DOE-EM) is spearheading efforts to advance American leadership in artificial intelligence (AI) and energy infrastructure. The initiative focuses on leveraging federal land assets to rapidly deploy Data Centers and associated electricity generation projects, supporting the mandates of *Removing Barriers to American Leadership in Artificial Intelligence and Unleashing American Energy*, Executive Order 14179 (Jan 23, 2025), and *Accelerating Federal Permitting of Data Center Infrastructure*, Executive Order 14318 (July 23, 2025). These executive orders require activities on DOE land by third parties, which may trigger National Environmental Policy Act (NEPA) analysis. While certain phases (like property transfer and initial site work) may be covered by existing categorical exclusions (CXs), the construction and operation of large Data Centers and their associated energy generation facilities currently fall outside the bounds of existing DOE CXs.

To address this gap, DOE-EM proposes developing a Programmatic Environmental Assessment (EA). This approach aims to streamline regulatory review, reduce costs and timelines, and mitigate risks associated with segmentation and litigation. The Programmatic EA would run concurrently with individual project EAs, allowing its findings to inform both the new CX and project-specific analyses.

The urgency of this action is underscored by the immediate benefits it would provide to Data Center projects, including cost savings and expedited permitting. However, the process also carries sensitivities such as the potential for environmental impacts, and potential stakeholder opposition. The outcome of the Programmatic EA may influence not only DOE projects but also serve as a model for other federal agencies pursuing similar infrastructure.

In summary, this project represents a strategic effort to align NEPA with national priorities in AI and energy, ensuring that Data Center infrastructure can be developed efficiently, responsibly, and in accordance with NEPA requirements.

2) Scope:

The Contractor shall provide all personnel, equipment, supplies, supervision, and other items necessary to perform services as described in the PWS and associated contract documents. This includes support for research and analysis in the development of transmission guidance, potential updates to DOE's NEPA regulations, updates to NEPA data systems, and the preparation of guidance to facilitate more efficient and timely environmental reviews and permitting. Additionally, the Contractor will support DOE's work with the Advisory Council on Historic Preservation (ACHP) to streamline NHPA compliance through Section 106 reviews.

3) Objectives:

Develop a Programmatic Environmental Assessment (EA)
Streamline NEPA Review for Data Center Projects:

- Enable faster, more cost-effective regulatory review for Data Center and energy infrastructure projects on DOE land, in alignment with recent executive orders

Support National AI and Energy Priorities:

- Facilitate the rapid deployment of AI-related infrastructure and energy generation, advancing American leadership in these fields as mandated by federal policy

Provide a Model for Other Federal Agencies:

- Establish a CX framework that can be adapted by other agencies for similar Data Center projects, promoting consistency and efficiency across the federal government

4) Project Purpose:

The purpose of this project is to align DOE's environmental review processes with national priorities in artificial intelligence and energy infrastructure. By developing a Programmatic EA and a new CX, DOE-EM aims to:

- Reduce regulatory barriers and accelerate permitting for Data Center construction and operations
- Ensure comprehensive environmental analysis and compliance with NEPA requirements
- Enable the U.S. government to leverage federal land assets for strategic infrastructure development
- Support the broader goals of economic growth, national security, and global competitiveness through the deployment of advanced AI and energy technologies
- Enable faster, more cost-effective regulatory review for Data Center and energy infrastructure projects on DOE land, in alignment with recent executive orders

5) Tasks and Deliverables:

a. Develop model scenarios to bound the scope of analysis, based on existing projects and example proposals to be provided by DOE.
    i. Multiple scenarios for some impacts (e.g., cooling and associated water usage, power generation) may be necessary.
    ii. Scenarios should bound most common data center situations.
    iii. Ensure that NEPA analyses cover all connected actions, avoiding improper segmentation and reducing litigation risks related to environmental review.
    iv. Within 1 weeks of kickoff: Provide draft to DOE for comment.

b. Gather data from NEPA, state-level analyses, and other sources regarding the potential environmental impacts of such projects. Utilize AI resources, such as Permit AI and NEPATEC, as appropriate.
    i. Resource areas analyzed should include the following: land use, cultural and historic resources, ecological resources, geology and seismicity, surface water, groundwater, wetlands and floodplains, waste management, air quality, transportation, utilities and infrastructure, human health, and noise.
    ii. Within 2 weeks of kickoff: Provide draft to DOE for comment.

c. Prepare a Draft Programmatic EA, analyzing the potential environmental impacts of data center projects with associated power generation. The SA will support development of project-specific SAs that use analysis from the EA and limited project-specific information.
    i. Within 5 weeks of kickoff: Provide draft to DOE for comment.

d. Facilitate commenting and prepare responses based on reviews as identified by DOE-EM. Prepare Final Programmatic EA and, if appropriate, prepare a Draft Finding of No Significant Impact (FONSI), based on the Draft Programmatic EA.
    i. Within 7 weeks months of kickoff: Provide final Programmatic EA and, if appropriate, FONSI, to DOE for comment.
e. Within 9 weeks of kickoff: Develop a site-specific data center SA template, based on provided DOE template and the Programmatic EA, to streamline development of project-specific SAs.
    i. Identify site-specific data that will be needed.
f. Within 11 weeks of kickoff: If directed by DOE-EM, Support development of a CX, based on the Programmatic EA.
    i. In coordination with DOE-EM, identify remaining data gaps and potential steps to fill those gaps (implementation subject to DOE-EM approval).
    ii. Draft CX justification text.

6) Deliverables:

Deliverable	Due Date	Delivery Method
Participate in kick-off meeting with EM-4.13 NEPA staff	Within 10 days of task award	Virtual Meeting
Monthly Status Reports (MSRs): This report will be used by the Government to assess the adequacy of the resources to accomplish the work contained in this PWS and provide status of Contractor progress in achieving tasks. The report shall include task order summary information, work completed during the specified period, milestone schedule information, problem resolution, and staff hour summary.	By the end of each calendar month	Electronic to COR (i.e. via email)
Model Scenarios based on model projects provided by DOE-EM	1 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)
Present Research findings from NEPA, Section 106, Natural and Cultural Resources related queries for Data Center Projects	2 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)
Draft Programmatic EA for comments	5 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)

Final Programmatic Data Center EA and/or FONSI if DOE-EM requests	7 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)
Site specific Data Center Supplemental Analysis template	9 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)
Draft Data Center CX based on Programmatic EA	11 weeks from kickoff	Electronic to the COR and Technical Monitor (i.e. via email)

7) Security Requirements:

None

8) Other Direct Costs:

This category includes acquiring legal reviews and recommendations to support DOE's transmission guidance. All legal reviews and recommendations require Government approval and authorization from the Contracting Officers Representative (COR) prior to obtaining assistance.

9) Performance Requirements Summary:

Quality metric, quality parameters, data collection metrics, and remediation specific to this order are listed in the Performance Requirements Table below. The quality parameters represent the minimum acceptable level of performance.

Quality Metrics	Quality Parameters	Data Collection Metrics	Remediation
Completeness, Quality, and Clarity	Work product or deliverable contains all required data elements and satisfies specification. The Contractor implements a review process for all key work products and deliverables.	Inspection of deliverables receives 100% review for quality	The Government expects re-performance of any task until the deliverable meets/ exceeds the Quality Parameters.
Timeliness	The Contractor provides work products or deliverables at an agreed-upon date and time. Should	Scheduled deliverable due date vs. actual delivery date and appropriate communication with COR should timeline	The Government expects the timely receipt of all deliverables. The deliverables are expected to meet the

	adjustments to the project timeline or deliverable due dates be found necessary, the Contractor will communicate the adjustment and the cause, via e-mail, to the COR and Technical Monitor, immediately upon discovery.	adjustments be necessary	Completeness, Quality, and Clarity metric upon receipt.
Responsiveness	The Contractor responds to issues identified by COR and the Technical Monitor within the agreed-upon timeframe. The Contractor acknowledges and responds to written feedback provided by the COR and Technical Monitor for initial deliverables and completes the deliverables based on the number of changes requested and an agreed upon schedule.	Email timestamp of agreed-upon timeframe Email timestamp of feedback provided vs. email timestamp of feedback incorporation	The Government expects re-performance of any task until the deliverable meets/exceeds the Quality Parameters.

The support activities for the National Environmental Policy Act (NEPA) will include continuing activities from the contract:

(1) developing and maintaining a tracking and reporting system (e.g., a database) that meets the needs laid out in the NEPA reporting plan and maintains flexibility for future change to tracking and reporting needs;

(2) developing training courses including slides, exercises/interactions/case studies, and speaking notes on each assigned topic; and

(3) ad hoc NEPA resource development, including, but not limited to:

(i) development of and/or revisions to specified resources for the EM NEPA Desk Reference; and

(ii) technical support on NEPA documents, as requested.

The Contractor shall review DOE comments within 2 business dates of submission, and, if necessary, schedule a follow-up conference call.

Work Description: The Contractor shall work with EM's NEPA Compliance Officer (NCO) to continue to maintain and develop migrate the tracking and reporting systems (e.g., a database) that meets the needs laid out in the NEPA reporting plan and maintains flexibility for future change to tracking and reporting needs. The Contractor shall develop or maintain, as necessary, System IT requirements documentation for future transition to new developers. The Contractor shall pretest all functions in both test and final versions. The Contractor shall also develop a testing plan for each step to ensure that EM NCO (and other testers) test all applicable functions, EM NCO will have access to the database and be responsible for data maintenance (e.g., corrections and updates apart from submissions).

The Contractor shall be asked to develop training courses including slides, exercises/interactions, and speaking notes, on each assigned topic and length. EM NCO will provide existing materials such as training, presentations, guidance, and outlines that will form the basis of the training courses. EM NCO will review and approval an outline of each course before the contractor proceeds with development. The outline shall include resources to be used to develop each section. All graphics and similar resources will be DOE-owned, global commons, or otherwise free for DOE-use.

The Contractor may be asked to assist in development of resources for the EM NEPA Desk Reference. These resources will be specifically identified by the EM NCO and may include templates, best practices, diagrams, and high-level research into specified NEPA streamlining measures across the Federal government. The Contractor may be asked to provide technical support on NEPA documents, to include copy editing, research into existing NEPA documents and coverage, and development of graphics and diagrams.

Travel Requirement: Yes

Security Requirement: No

C.3.7 CLIN 00007 –Technical Support Services for the Office of Infrastructure, Disposition, and Regulatory Policy, EM-4.1

EM-4.1 currently supports the Department in the execution of its mission to affect environmental cleanup at its sites throughout the DOE complex. This includes DOE-wide land re-use projects that affect EM sites. This also includes the various Energy and Data Center initiatives to lease Federal land to private industry for development of energy and artificial intelligence infrastructure and may include additional future efforts to repurpose DOE-owned land. Additionally, EM-4.1 is holistically evaluating the requirements for transferring Federal land to surrounding communities to expedite the overall process. To support these efforts, a technical and program management support Contractor is needed that clearly understands the EM cleanup program, can communicate the purpose and details of DOE's current land re-use initiatives, and can assist in managing the proposal review and selection, lease negotiations, and environmental and cultural resource studies under NEPA and NHPA. The Contractor will be expected to interface with multiple sites and DOE HQ Federal staff on behalf of EM-4.1, as well as the selected vendors from private industry.

Work Description:
The support Contractor(s) shall provide expert support to EM in several areas, including but not limited to the following: review proposals and develop recommendations, coordinate outside SME support as warranted, track and drive timely completion of deliverables, ensure updated and efficient communications between DOE-HQ and Field Site staff, coordinate and occasionally lead meetings to gather necessary information in EM-4.1's absence, prepare briefing materials for senior DOE and outside stakeholder engagements, evaluate existing requirements and recommend efficiency improvements, serve as an HQ liaison with selected developers at EM sites and advise DOE leadership as requested and appropriate. Generally, this CLIN will cover any activities under the purview of EM-4.1, both currently and in the future.

Travel Requirement: Yes
Security Requirement: No

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Mod P00034
Mod P00035

C.3.8 CLIN 00008 – Technical Support Services for the Office of Communications and Stakeholder Engagement, EM-2.3, External Affairs, EM-2.31, Communications Services, EM-2.32 and Intergovernmental & Stakeholder Programs, EM-2.33

EM-2.3: Office of Communications & Stakeholder Engagement requires Multimedia Journalist and Anchor position to serve as one of the chief storytellers for the Office of Environmental Management's Communications Team. They will be responsible for writing, filming, editing, and producing content that unveils EM's latest initiatives, shares the organization's successes, and highlights the impact of the mission at sites nationwide. Their coverage will take many forms including: news shows, standalone packages, special reports, and short clips, and it will be posted on EM's website, EM's social media accounts, and shared with media, partners, and stakeholders. This position involves processing and translating technical information into engaging and understandable packages and completing coverage on short deadlines. Performing these tasks requires 40 hours of work per week, and it will involve travel approximately 30% of that time. Anticipate approximately two trips each month to EM sites or events centering around EM's mission.

EM-2.31: Office of External Affairs develops policies and strategies for all messaging across EM HQ and sites and develops mission strategies, policy, and guidance for oversight and implementation of

congressional and media relations to support EM's mission. The office oversees media, congressional, website content and related communication across the EM complex and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office is responsible for advising the Director on all external communication, media relations, public affairs, and congressional issues. The office serves as the liaison between EM and the DOE Congressional and Intergovernmental Affairs Office. The office is the main contact for news media and public inquiries and is the liaison with the DOE Public Affairs Office (PA).

EM-2.32: Office of Communications Services provides leadership and develops mission strategies, policy, and guidance for oversight and implementation of internal communication and communication support services to support EM's mission. The office supports internal communication across the EM complex and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office is also responsible for employee engagement, graphics, video production, trip books, historical preservation, EM headquarters standard operating procedures, conference management, and the Freedom of Information Act (FOIA).

EM-2.33 – Office of Intergovernmental and Stakeholder Programs (EM-2.33) works to ensure that EM is meeting its regulatory and public participation requirements and that EM provides opportunities for meaningful communication and participation with interested members of communities, governments (tribal, intergovernmental, state and local), and the public. The Office works to oversee EM formalized interactions with national intergovernmental groups, Tribal nations, local communities, international organizations and foreign governments/officials, manages the EM Site-Specific Advisory Boards (SSABs), the Environmental Advisory Board (EMAB), and has responsibility for EM's foreign travel activities. The office's traditional method for managing responsibilities and relationships includes fact-to-face, in person, virtual and hybrid meetings.

Contractor will support the administration of EM-2.33 stakeholder programs to include:

- Preparation of and staff support for EM intergovernmental and tribal engagement activities and events (prepare briefing material (research/analysis/communication skills needed), onsite staff support, note taking, action tracking, etc.). Contractor to become familiar with DOE Order 144.1 American Indian and Alaksa Native Tribal Government Policy, the Federal Advisory Committee Act of 1972 and associated policies/processes and activities.
- Contractor assistance with EM advisory board administration (support membership package development, collect/prepare and utilize DOE internal correspondence systems, eDOCS, and provide staff support for EM Advisory Board and EM Site Specific Advisory Board Chair meetings (logistics, background material preparation, note taking, action tracking, etc.)
- Support for the Foreign Travel Management System (FTMS) and processing. Contractor to become familiar and learn DOE FTMS and travel requirements/processes, and associated DOE Orders that enable foreign travel.
- Contractor support other special projects as assigned to support EM engagement activities to include staffing meetings, taking notes, event planning/logistics, research, writing, developing talking points, presentation, maintaining tracking documents, EM SharePoint updates, etc.

EM-2.3/ EM Chief of Staff Work Description (2040 Vision Strategy): Technical support services needed to assist EM-2.3 and EM Chief of Staff to develop and implement a nationwide

communications strategy to clearly communicate EM's new 2040 Vision Strategy internally within the program and the broader DOE and externally with key stakeholders including Congress, local communities, industry partners and others.

Contractor will work closely with the Assistant Secretary of the Office of Environmental Management to develop the communications campaign to outline the Vision 2040 concept and its benefits to the American people, as well as a related rebranding of the EM program to fully demonstrate and convey the program's focus and commitment to this vision.

Phase 1 Work activities include:

- Developing communication approaches for Vision 2040
- Conceptual outline/presentation on Vision 2040
- Master plan/schedule of communications opportunities/events for CY 2026, including proposed travel and events for EM senior leadership
- Rebranding approach to align EM's internal/external posture with Vision 2040. This can include proposed communications products, social media campaigns, travel/event planning logistics, graphic development and other related activities to convey the new branding approach to internal and external stakeholders.

Travel Requirement: Yes

Security Requirement: No

Technical/Legal Lease for Energy-Data Center Project Work Description:

The Contractor shall provide technical/legal SME(s) in the development of the lease terms, conditions and structure for an energy-data center project at the DOE-EM Portsmouth site. The lease will support a public/private partnership in design and construction of the facility. This facility will be owned by the government and operated by a government contractor.

Specifically the Contractor shall:

- Assist DOE to develop, structure and create the list of transaction documents for the Project.
- Coordinate work with the Department of Energy and Department of Commerce staff and consultants
- Create a collateral agency and account agreement, for the Project funding to be deposited and held in an account to be held by an agent (currently Citibank) to manage the funds for the operating company in accordance with direction by the operating company, invest and disburse the funds (the funds flow waterfall).
- Begin the drafting of the development agreement, and management agreement.

- Provide advice on issues that arise during the negotiation of the Project including specific document development and other issues.
- Participate in limited meetings with EM, developers, and various parties and contractors working on the Project.

Travel Requirement: Yes

Security Requirement: No

Project Title: Delegations of Authority Library Modernization and Refinement

2. Project Overview:
The Office of Environmental Management (EM) requires contractor support to update and refine its Delegations of Authority (DoA) Library. This project aims to ensure the DoA Library is current, accurate, easily accessible, and compliant with all relevant regulations and internal policies. The contractor will work closely with EM staff to identify outdated content, implement necessary revisions, and improve the overall usability of the library.

3. Period of Performance:
3 to 6 months from the date of contract award.

4. Place of Performance:
Forrestal Building, Washington, D.C.

5. Scope of Work:
The contractor shall:

- Conduct a comprehensive review of the existing Delegations of Authority Library to identify outdated, inaccurate, or incomplete information.
- Collaborate with EM subject matter experts (SMEs) to gather necessary updates, clarifications, and new delegation documents.
- Draft and/or edit delegation documents to ensure clarity, consistency, and compliance with all applicable legal and policy requirements.
- Implement a standardized format and structure for all documents within the DoA Library.
- Integrate new or modified delegations into the existing library system or recommend and assist with the transition to a new system if deemed necessary and approved by EM.
- Provide quality assurance and control for all content, ensuring accuracy and consistency.
- Develop a user guide or training materials for EM staff on how to effectively use and navigate the updated DoA Library.
- Provide regular progress reports to the EM Project Manager.

6. Deliverables:

- Detailed assessment report of the current DoA Library, including identified deficiencies and proposed solutions.
- Revised and updated Delegations of Authority documents.
- A fully updated and refined Delegations of Authority Library, organized according to an approved structure.
- User guide or training materials for the updated DoA Library.
- Weekly progress reports and a final project report.

7. Government Furnished Property/Information:

- Access to existing Delegations of Authority Library and related documentation.
- Access to relevant EM policies, procedures, and guidance documents.
- Access to EM subject matter experts and stakeholders.
- Office space and necessary IT equipment at the Forrestal Building.

8. Contractor Requirements:

- Demonstrated experience in document management, technical writing, and content organization.
- Familiarity with government delegations of authority or similar regulatory frameworks is highly desirable.
- Strong communication and interpersonal skills to effectively collaborate with EM staff.
- Ability to work independently and manage project timelines effectively.
- Adherence to all government security and IT policies.

9. Reporting Requirements:
The contractor shall report directly to the designated EM Project Manager.

Mod P00011 **C.3.9 CLIN 00009 – Technical Support Services to Office of Infrastructure and D&D, EM-4.11, Master Assessment Plan (MAP)**

The Office of Infrastructure and Deactivation & Decommissioning (EM-4.11) requires technical support to ensure the timely completion of the **Master Assessment Plan (MAP) 2026**. This work is critical to advancing best practices, strengthening strategic planning, and producing comprehensive reports and analyses that support the EM infrastructure mission. Completion of MAP 2026 will also ensure continuity with prior planning efforts and provide updated, accurate data for decision-making

Work Description:
The support Contractor(s) shall perform the following tasks:

Data Update and Content Revision
1) Incorporate all data collected during FY2025 into the MAP 2026 framework.
2) Update all charts, figures, and relevant sections from MAP 2025 to reflect FY2026 data.
3) Address and resolve all DOE comments documented for MAP 2025, including unresolved issues or new content.

Data and Analytical Documentation: Provide all supporting materials used to develop MAP 2026, including:

1) Source datasets
2) Spreadsheets with embedded formulas
3) Outputs from modeling calculations
4) All analyses, particularly in the following sections: Risk to Mission, Gap Analysis, and Gap Closure Strategy

Deliverables: A complete and finalized MAP 2026 that includes:

- All requested content and sections from MAP 2025, updated with 2026 data. DOE to provide comments and direction based on Map 2025.
- All supporting datasets, spreadsheets, and calculation tools used.
- Updated charts, tables, and figures reflecting FY2026 results.
- Fully resolved comments from the MAP 2025 review process.
- Other MAP development and implementation tasks, as assigned by DOE.

Final Deliverable Due: July *2026*

Travel Requirement: Yes
Security Requirement: Yes

C.3.10 CLIN 00010 – Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11

(a) The CNS position was established in January 2006 in response to DNFSB Recommendation 2004-1. Reporting to the CNS is a small group of recognized experts with diverse technical education and experience who provide operational awareness and technical nuclear safety advice to senior line managers.

(b) The mission of the CNS and staff is to support the Central Technical Authority (CTA) in fulfilling CTA responsibilities. Central Technical Authority responsibilities include:

(1) Concurring with the determination of the applicability of DOE Directives involving nuclear safety included in contracts pursuant to DEAR 970.5204-2(b);

(2) Concurring with nuclear safety requirements included in contracts pursuant to DEAR 970.5204-2(c);

(3) Concurring with all exemptions to nuclear safety requirements in contracts that were added to the contract pursuant to DEAR 970.5204-2;

(4) Recommending to the Chief Health, Safety and Security Officer (EHSS-1) issues and proposed resolutions concerning DOE safety requirements, concurring in the adoption or revision of nuclear safety requirements (including supplemental requirements), and providing expectations and guidance for implementing nuclear safety requirements as necessary for use by DOE employees and Contractors;

(5) Maintaining operational awareness of the implementation of nuclear safety requirements and guidance, consistent with the principles of Integrated Safety Management across the DOE complex (including, for example, reviewing Documented Safety Analyses, Authorization Agreements, and readiness reviews as necessary to evaluate the adequacy of safety controls and implementation);

(6) Periodically reviewing and assessing whether DOE is maintaining adequate numbers of technically competent personnel necessary to fulfill nuclear safety responsibilities;

(7) Providing inputs to, reviewing, and concurring with DOE-wide nuclear safety related research development activities;

(8) Managing Differing Professional Opinion (DPO) Evaluation and Decision Authority at DOE Nuclear Facilities;

(9) Reviewing Program and Project Management Safety Documentation and Critical Decisions; and

(10) Interfacing with the EFCOG Engineering Practices Working Owners Group.

(c) In developing, evaluating, and implementing opportunities to improve program efficiencies, the CNS requires expert advice and consultation in the following specific areas related to Nuclear Safety Management (10 CFR 830) including:

(1) Engineering and technical reviews;

(2) Quality Assurance (QA) and Safety Software QA;

(3) Safety Basis - Safety Integration and Safety Management; and

(4) Safety Oversight (QA & Safety Basis).

(d) **Engineering and Technical Reviews Work Description:**

The desired objective is to assess engineering and the adequacy of technical work and performance in the execution of projects and activities managed by EM and its field elements.

EM has experienced several safety related issues due to engineering and technical problems in the performance of design, the oversight of Contractors and determining acceptable criteria for engineering products. Engineering and technical reviews can be a part of ongoing Independent Project Reviews, Peer Reviews, etc.; in direct support of field engineering activities; or conducted for specific issues encountered by EM.

The Contractor shall demonstrate an understanding of existing project technical issues and experience with resolution of these issues. This includes an understanding of the DOE Order 413.3, Project Management; DOE STD 1189, Safety in Design; and various design engineering processes. The Contractor shall have an expert level understanding of the Critical Decision process and identify the critical technical elements for each phase. The Contractor shall develop documents used to evaluate and improve projects and operations including, a capability to develop and maintain standard review plans and/or criteria, review, and approach documents. The Contractor shall demonstrate the role of Design Authority and the roles and responsibilities for DOE and Contractors. The Contractor shall maintain the website for the CNS SASSI Verification and Validation project, found at

http://71.126.153.21/SASSI/index.asp?sS=L. The Contractor shall maintain the website for the Central and Eastern U.S. Seismic Source Characterization project for nuclear facilities, found at http://www.ceus-ssc.org.

The Contractor shall provide timely and effective analysis and recommendations to the Contracting Officer (CO) and/or Contracting Officer Representative (COR) on issues pertaining to:

(1) Resolving technical issues related to design, construction, and operations;

(2) Developing methodology and conducting design verification activities for new construction projects;

(3) Reviewing and/or participating in the development of nuclear safety documents, including but not limited to Safety Design Strategies, Documented Safety Analyses, Justifications for Continued Operation, and Safety Evaluation Reports;

(4) Conducting Operational Readiness Reviews and Readiness Assessments;

(5) Analyzing facility hazard categorizations and safety analysis documents, calculations, and supporting information and providing recommendations for achieving an appropriate safety basis and control suite;

(6) Participating in the development of nuclear safety-related directives, standards, and guidance;

(7) Developing training on nuclear safety directives, standards, and guidance, as well as on the conduct of engineering and DOE's role; and

(8) Support various nuclear safety initiatives such as the periodic Natural Phenomena Hazards workshop, updating accident analysis approaches, and other technical issues that may arise.

(e) **Quality Assurance (QA) and Software QA Work Description**

The objective of this scope is to assist with assessing quality assurance implementation and performance in the execution of projects managed by EM and its field elements.

EM has experienced project-related cost and schedule overruns attributable to the failure of QA management systems. QA requires constant diligence and oversight on major nuclear construction projects. Further, proper quality assurance is of critical importance to nuclear safety.

The Contractor shall implement EM's corporate approach with participation from individual projects in the field. This approach emphasizes assessing the immediate project execution with HQ-led teams and an EM QA oversight infrastructure that can support corrective actions in the field. Team elements include resources from site offices and the Chief of Nuclear Safety Office.

The Contractor must provide timely and effective analysis and recommendations on issues pertaining to:

(1) Integrating quality with design, construction, operations, and project management;

(2) Addressing the threat posed by suspect/counterfeit items;

(3) Nuclear safety software quality;

(4) Commercial grade dedication of items and services intended for nuclear safety applications, but not produced under a QA Program compliant with ASME NQA-1; and

(5) Nuclear QA implementation workshops.

(f) **Safety Integration and Safety Management Work Description**

The Contractor shall provide timely and effective analysis and recommendations on issues pertaining to:

(1) Nuclear safety requirements;

(2) Guidance for implementing nuclear safety requirements;

(3) Contract nuclear safety requirements;

(4) Operational awareness of nuclear safety requirements implementation;

(5) Maintaining adequate numbers of technically competent personnel;

(6) DOE-wide nuclear safety related research and development activities;

(7) Facility design, construction, procurement, testing, startup, operations, and decommissioning;

(8) Conduct of Peer Reviews, Construction Project Reviews, etc.;

(9) Resolution of complex nuclear safety issues affecting projects stemming from assessments, Differing Professional Opinions Program, Employee Concerns Program; and

(10) Resolution of DOE-wide nuclear safety technical issues, including deposition velocity, SASSI computer code, natural phenomena hazards, criticality, piping/vessel corrosion, etc.

The Contractor shall provide professional administrative, technical, and oversight support assistance to the Chief of Nuclear Safety with increased emphasis on integration of safety into design and construction projects consistent with requirements established in DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets. This shall include (1) providing support to both the Central Technical Authority and Acquisition Executive regarding the effectiveness of efforts to integrate safety into design at each of the Critical Decisions, and as requested during other project reviews; (2) validation that integration of design and safety basis activities include the use of a system engineering approach tailored to the specific needs and requirements of the project; (3) determination that nuclear facilities have incorporated the concept of defense-in-depth into the facility design process; (4) validation that Federal personnel assigned to the Integrated Project Team as nuclear safety experts are appropriately qualified; and (5) support for efforts to ensure that QA and SQA are adequately being addressed.

The Contractor shall provide professional administrative, technical, and oversight support assistance to support safety policy development activities, safety research and performance analysis, event investigation, technical support to EM projects.

(g) **Safety Oversight Work Description:** The Contractor shall facilitate coordination efforts within program offices in implementing safety oversight and responding to and implementing Defense Nuclear Facilities Safety Board (DNFSB) recommendations and similar commitments.

The Contractor shall provide assistance with technical expertise in support of CNS safety

oversight initiatives; implementation of integrated safety management and support of site lead and site operations safety and oversight issues and activities. Specifically, technical support includes, but is not limited to:

(1) Providing technical engineering and safety expertise on oversight activities;

(2) Identifying tracking and analyzing key information and preparing communication materials;

(3) Providing liaison support between CNS and the DNFSB and other interface organizations;

(4) Developing and maintaining data and reports to analyze and rank nuclear facilities with respect to nuclear hazards, material inventories, material forms, safety systems, work activity levels, facility condition, etc.; and

(5) Reviewing documents associated with and reporting on pertinent actions associated with DOE-wide and EM-related DNFSB recommendations, safety management systems, and DOE rulemaking and directives affecting the program.

Travel Requirement: Yes

Security Requirement: Yes.

C.3.11 CLIN 00011 – Technical Support Services for the Office of Safety Management, Safety Culture and Data Analysis

The Office of Safety Management (EM-3.111) provides leadership and develops mission strategies, policy, and guidance for the safety management programs that are necessary to support EM's mission. The office supports implementation and continuous improvement of Integrated Safety Management Systems (ISMS); provides strategic guidance on EM safety standards and has the overriding responsibility to support field offices by enabling the effective execution of the mission. It serves as the focal point (liaison function) within EM on all DNFSB related issues and ensures timely and technically sound resolution of its recommendations and concerns. The office also coordinates activities for delegating authorities for safety functions to the field and safety-related technical qualification activities in support of the Federal Technical Capability Panel.

Work Description: The Contractor shall provide technical support assisting in the following areas:

(a) Analyzing facility, and system design/engineering and operational vulnerabilities in order to facilitate a prompt resolution or effective path forward for correcting identified issues.

(b) Provide technical support for oversight of the design, construction, and commissioning of safety systems.

(c) Provide subject matter experts in safety disciplines, such as nuclear criticality, fire protection, chemical process safety and worker safety.

(d) Provide technical support for evaluation of field office safety posture and safety performance trends.

(e) Compiling, reviewing, analyzing, and monitoring EM safety performance data including occurrence reports, Computerized Accident/Incident Reporting Systems (CAIRS), and other DOE corporate and field safety performance indicator input. The Contractor shall use the results in the

preparation of periodic and ad hoc safety reports.

(f) Provide technical support for the coordination of EM activities in support of DOE's Operating Experience Program.

Travel Requirement: Yes

Security Requirement: Yes.

C.3.12 CLIN 00012 – Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support

The Contractor shall provide expertise in radiological operations to supplement the existing skill set of the EM-3.1 federal staff. EM-3.112 performs assessments of radiological programs and responds to radiological events at EM field sites. Effective radiological control is a key element of the hazards control program for all EM work. At times the EM-3.112 staff's expertise in this area is inadequate to meet the needs of the oversight program.

Work Description: The Contractor shall provide expertise in radiological protection to supplement the existing skill set of the EM-3.112 federal staff. EM-3.112 performs assessments of radiological protection, conduct of operations, and training and qualification programs. EM-3.112 also responds to radiological protection issues and events. Radiological protection is recognized as a vital part of the worker protection program given the serious radiological issues encountered in the field. As such, it must be a major focus area of the planned EM-3.112 assessments. EM-3.112 has limited staff with the expertise to ensure that the appropriate and expected rigor is achieved in the radiological protection programs implemented by DOE Contractors and overseen by DOE field elements. The Contractor shall provide technical support in the following areas:

(a) Assessment planning, including the development of well scoped Criteria and Review Approach Documents.

(b) Field work for planned assessments, including direct observation of radiological work at EM field sites for adequacy and compliance with 10CFR835 and local procedures, interviews with personnel performing, managing, or monitoring radiological work, and document reviews.

(c) Review of radiological protection programmatic documentation and implementing procedures.

(d) Review of technical basis data supporting program activities.

(e) Review of radiological work permits, survey plans, and survey data to ensure adequate field implementation.

(f) Support EM-3 event response to events with significant radiological components.

(g) Travel to EM field sites to perform assessments.

(h) Prepare reports and generate well-supported recommendations.

Travel Requirement: Yes

Security Requirement: Yes

C.3.13 CLIN 00013 – Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control

The Contractor shall provide expertise in work planning and control to supplement the existing skill set of the EM-3.1 federal staff. EM-3.112 performs assessments of work planning and control, conduct of operations, and training and qualification programs. Work planning and control is recognized as a primary component of an effective Integrated Safety Management System, and as such, it must be a major focus area of the planned EM-3.112 assessments. EM-3.112 has limited staff with the expertise to ensure that the appropriate and expected rigor is achieved in the work planning and control systems implemented by DOE Contractors and overseen by DOE field elements.

Work Description: The needed Work Planning and Control activities include:

(a) Perform reviews of work planning and control programmatic documents, implementing procedures, and work orders to determine their adequacy;

(b) Generate assessment plans, including Criteria and Review Approach Documents, with sufficient detail and scope definition to enable successful performance of assessments;

(c) Perform assessment field work, including direct observation of work, personnel interviews, and document reviews;

(d) Prepare assessment reports, or provide input to assessment reports, documenting the assessment and its results;

(e) Review Corrective Action Plans (CAPs) submitted in response to assessment findings for adequacy and recommend approval or disapproval; and

(f) Verify the implementation of approved CAPs and provide recommendations to EM-3.112 regarding issue closure.

Travel Requirement: Yes

Security Requirement: Yes.

C.3.14 CLIN 00014 – Technical Support Services for the Office of Standards and Quality Assurance, EM-3.113

EM-3.113 ensures that the necessary technical, safety and quality requirements and standards are properly identified and put in place for all line-item, EM capital and major operating projects and facilities in a timely and technically sound manner.

The Contractor shall analyze acquisition strategies, project planning documents, and execution documents within EM to ensure appropriate quality requirements and standards, with regards to QA and SQA, are appropriately rightsized for the level of risk associated with the work activities. The Contractor shall support the monitoring of EM HQ vendors and suppliers to support complex wide activities, in relation to SQA, with emphasis on safety software.

The Contractor shall provide the expert technical assistance necessary to facilitate the planning, conducting, and report preparation of QA audits at selected DOE EM projects and facilities as defined in this PWS. The PWS provides detailed sections that shall govern these objectives as they pertain to

overall Performance Requirements, Audit Requirements, Audit Approach, Audit Methodology and Audit Resource Requirements.

The Contractor shall support the development and maintenance of the EM Corporate QA Program and its HQ procedure set. When requested, the Contractor shall provide administrative support to EM-3.113.

An SQA program within DOE EM-HQ is needed to help improve safety software quality performance across all EM work activities. SQA is critical to the success of the EM organization and EM-3.113 is responsible for oversight of QA and SQA activities to see that they are effectively implemented. EM sites are currently experiencing a shortage of SQA talent and may call on EM-3.113 for SQA technical expertise and oversight support. When requested, the Contractor shall provide SQA expertise to directly support work activities at EM's highly visible projects and assist with the critical shortage of SQA expertise throughout the EM complex, if needed.

Contractor personnel shall perform these activities with a minimum level of oversight and guidance by EM personnel. The Contractor shall be responsible for providing specialized technical expertise as requested (e.g., technical advisor, training, etc.) and performing the necessary activities to support completion of duties as further defined in this PWS, such as administrative support, document reproduction, and technical editing. The Contractor shall provide related functions such as cost/schedule control, budgeting and planning, monthly performance reporting and monitoring, property management, and consultant/subcontractor management. It is also anticipated the Contractor may lead certain audits, except for Construction Project Reviews (CPRs), as directed by the Government.

(a) **Work Description, Technical Requirements:**

Technical support must meet these minimum requirements and may be provided to any DOE EM project or activity. Most of the EM construction projects are already into Critical Decision (CD)-2 or beyond and work is progressing, so the support must be readily available without a significant learning curve. Delays in providing effective oversight support risks the possibility of incurring significant cost and schedule problems when the projects enter startup and operation.

Familiarity with EM Corporate QA Program and Applicable DOE and Regulatory Requirements: The DOE EM Corporate Quality Assurance Program (QAP), EM-QA-001, is the EM management system to ensure we "do work correctly". The QAP adopts the American Society of Mechanical Engineers (ASME) NQA-1-2008 with 2009 addenda, Quality Assurance Requirements for Nuclear Facility Applications. It also meets the requirements of DOE Order 414.1, Quality Assurance; and 10 CFR 830 Subpart A, "Quality Assurance Requirements". The requirements contained within the EM QAP apply to EM Headquarters and provide guidance to EM Field/Project Offices and EM Contractors as applicable to the work contributing to safe completion of the EM mission.

Project engineering and safety programs, as required by DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets; and DOE P 450.4, Integrated Safety Management Policy, are implemented by EM projects. Technical support under this contract must be familiar with the requirements and management expectations stipulated in the EM QAP, including applicable DOE and regulatory requirements, to ensure proper compliance of the audited party.

(b) **Familiarity with EM sites and DOE Oversight Programs:** As the owner of the projects, EM must go beyond simply evaluating whether a project is technically in compliance with regulatory requirements. EM-3.113 oversight personnel must focus on implementation of management system controls, and the effectiveness of these controls on the engineering/construction/operation aspects of the project. Technical support provided under this contract must be familiar with assessing projects using an implementation and performance-based approach developed by DOE-EM over recent years as part of its project oversight process.

(c) **Strong Technical Capability**: Technical support personnel must have significant training and experience in engineering; particularly those branches of engineering that are applicable to the treatment and disposal of radiological wastes. The support personnel should have advanced degrees in chemistry, nuclear or radiological engineering (or similar) with at least 10 years of experience outside academia in an engineering field.

(d) **Strong Communication Skills**: The support personnel may be asked to independently develop reports describing their results and conclusions. These reports must be able to support the judgments and findings identified by the investigator during the investigation. Strong writing skills and the ability to clearly describe judgments based logically upon documented fact are important to effectively supporting this effort.

(e) **Audit Requirements:**

The Contractor shall provide draft Lines of Inquiry (LOIs) to the Government for input and approval containing clear and effective statements of objectives with adequate flow down. The Contractor shall then resolve comments as needed and finalize the audit objectives. When requested, the Contractor shall perform audits of the EM construction and operational projects using a combination of performance-based and compliance-based techniques to meet the objectives of the audit. The performance-based techniques involve conducting field interviews, observing work processes, and reviewing samples of documents. The compliance-based techniques include assessing the management infrastructure (for example, policies, procedures, and training) and individual actions to ensure compliance with contractual and regulatory requirements. In practice, audits are likely to include a combination of both methods. The areas evaluated, sample sizes of document reviews, and the number of individuals selected for interviews shall be determined by the Contractor based on the current level of effort being conducted by the Department or its Contractor at the project being audited. Based upon the foregoing, the Contractor shall execute, as appropriate, a range of audit types including those having a single focus requiring a very specific talent or a multifaceted approach requiring multiple SMEs.

When requested, the Contractor is responsible for establishing and presentation of the scope of an audit to EM-3.113 for approval prior to implementation. The following are some of the methods to be used, as appropriate, by the Contractor in the performance of the audit:

(1) Observations of ongoing activities to which the project's QA program applies;

(2) Interviews with personnel performing activities subject to the QA program;

(3) Reviews of audit, surveillance, corrective action, assessment, and trend reports including supporting documentation and previous recommendations for potential recurring conditions;

(4) Reviews of work products;

(5) Reviews of recent/ongoing technical processes (such as document development) for effectiveness and adequacy of the QA controls applied to the process;

(6) Review of management involvement in the project's QA program and of the effectiveness of the QA organizations in verifying the adequacy and implementation effectiveness of the project's QA program;

(7) Observations focus on interfaces between the DOE prime Contractor(s) at the project and subcontractors; with the objective of determining if QA requirements flow down through the organizational structure; and attend meetings internal to the project such as staff meetings, client/Contractor meetings, and meetings held with external organizations and stakeholders to gather information.

The Contractor shall use at least one or more of the above base techniques as appropriate to evaluate quality assurance functions during the audits. The Contractor shall use reports of previous audits, surveillances, assessments, trend analysis, recommendations, and other documents as background information. To the extent considered meaningful, selected performance indicators shall be developed and used by the Contractor's audit team as a basis for determining the effectiveness of the background information.

Conclusions shall be reached by each of the Contractor's audit team members regarding the adequacy and effectiveness of the project's QA Program. These conclusions shall be based on an analysis of the data obtained from document reviews, personal interviews, reports on past performance, and observations of work in-progress as applicable.

(g) **Audit Approach**

When requested, the Contractor shall verify the existence of Project QA Programs, as required by DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets, and DOE O 414.1, Quality Assurance, by evaluating the adequacy and effectiveness of the QA program implementation within selected EM projects. The Contractor shall also ensure the Project QA Programs are consistent with the EM expectations. The Corporate QAP (EM-QA-001) will be used for the HQ QA program and as a template for the site/field office QAPs. The Contractor's evaluation approach shall:

(1) Focus on DOE-EM high-priority construction and operational projects as determined by DOE-EM;

(2) Provide a cost-effective evaluation approach focused on individual projects, but provide the opportunity to broaden the scope where needed;

(3) Employ a lessons-learned approach for incorporation into subsequent evaluations,

(4) Employ an approach which shall identify broader impacts to DOE Order 413.3;

(5) Assess program management system implementation as opposed to solely assessing QA implementation (performance-based vs. strictly compliance-based evaluation);

(6) Fulfill the requirements of DOE O 414.1 to perform management evaluations to identify and correct problems that hinder the project from achieving its objectives;

(7) Provide an opportunity to extract complex-wide value through the identification of lessons learned and best practices;

(8) Demonstrate a proactive EM approach to evaluate Project-based QA implementation; and

(9) Result in improvement initiatives which are integrated and communicated throughout all levels of the EM organization.

(h) **Audit Methodology:**

When requested, the Contractor shall develop or assist the lead auditor in developing a project-specific audit plan, based on the project's QA standards selected and the scope and nature of work, prior to each audit. The Contractor shall be responsible for developing lines of inquiry (both general and project-specific) to guide the overall evaluation process. These lines of inquiry shall be used as guidance for project- specific detailed audit checklists, which the Contractor shall develop or assist the lead auditor in developing during the project- specific audit planning phase. The Contractor, when acting as the lead auditor, shall issue a daily schedule prior to the audit that identifies the specific criteria to be audited, the individuals performing the audit, the points of contact, and when the audit shall be performed. The Contractor shall also assist with the tracking and follow-up of the audit (e.g., corrective action review, issue entry into EM-3.113 systems, etc.)

(i) **Resources:**

The Contractor may be required to provide audit team leaders and/or audit team members. The Contractor shall have responsibility for and perform the following key functions when directed:

Audit Team Leader

(1) Leads the QA audit,

(2) Provides input on the recommended audit scope,

(3) Provides direction and guidance to team members on the approach to the audit,

(4) Drafts the project specific audit plans,

(5) Provides feedback on the proposed audit team structure and makes recommendations for additional resources needed to accomplish the scope,

(6) Makes arrangements with the project for document requests and project (site specific) logistical support,

(7) Establishes the schedule of events for the audit and makes team assignments,

(8) Ensures that team members perform their assigned duties,

(9) Addresses concerns associated with audit activities,

(10) Provides feedback to project personnel on a daily basis to validate audit information and clearly communicates areas of concern, and

(11) Prepares and resolves comments specific to the draft and final project audit reports.

Audit Team Members

(12) Support the team leader in conducting the audit,

(13) Provide input to the audit scope and potential approaches,

(14) Conduct audit activities following the direction and guidance of the team leader,

(15) Prepare their schedule of interviews to accomplish during the audit's onsite visit,

(16) Review key project documents prior to the audit's onsite visit,

(17) Validate audit data and conclusions with project personnel on a daily basis to ensure factual accuracy,

(18) Provide written input for the interim and final project Audit Reports as directed by the audit team leader, and

(19) Participate in validation meetings with counterparts and project management, as directed.

(j) **Schedule and Current Identified Projects:**

The Contractor shall assist EM-3.113 in preparing an annual audit schedule to be incorporated into the EM-3 Integrated Audit Schedule. Audit subjects may include suppliers, manufacturers, Contractors, major construction projects, operating facilities and sites associated with EM QA audits, and federal offices.

Audits may include construction project reviews, effectiveness of quality assurance program implementation reviews for Contractors and federal field offices, assist/verification visits for corrective action implementation, high-level waste/used nuclear fuel activities and other specialized topic reviews, and vendor/subcontractor/special focus area reviews. These audits/assessments may also include multiple audits of the same organization. The required audits are based on existing activities; current issues; and EM management priorities. As such, audit schedules and locations may change and there will be circumstances where the Contractor is given less than one week to support team assembly and preparation for an audit. There could also be circumstances where the team may be deployed for multiple weeks. Auditors shall have a technical understanding of the project prior to the audit.

Technical understanding of the project includes at a minimum an understanding of the issues the project is addressing along with the technology being applied to address it, the present status of the project relative to DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets, requirements, and any specific QA and programmatic issues identified during previous QA visits.

Travel Requirement: Yes

Security Requirement: No

C.3.15 CLIN 00015 – Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114

This Office supports and evaluates resources; technology upgrades, infrastructure, and equipment; staffing and training; and process improvement strategies to ensure security and emergency preparedness solutions protect EM assets, operations, mission essential functions, and provide resiliency during emergency events. The Office includes Federal security, emergency preparedness,

and technical staff and uses contract support to provide technical experts to expand upon needed in-house capabilities.

Technical expertise in safeguards and security (S&S), FOCI, information security, classification, emergency management and preparedness (EP), and emerging missions to provide effective oversight, assistance, and program implementation at EM HQ and Field locations. This includes assisting the Federal staff to analyze and review programs for compliance and evaluate risks, assess findings and deficiencies, develop responsive corrective action plans, and validate site corrective actions. The technical support ensures effective execution of Federal staff oversight as required by DOE Orders and directives.

Work Description: The Contractor shall provide management and technical expertise to support the following activities:

(a) Project manager responsible for supervision of administrative and technical staff.

(b) Technical staff to implement the EM-Centralized FOCI program.

(c) Technical staff to implement the EM HQ Security Officer Program.

(d) Technical staff to implement the EM classification program.

(e) Technical staff to implement the Controlled Unclassified Information program.

(f) Technical staff to support the EM EP program.

(g) Technical staff available to provide “as needed” assistance for S&S and EP programs related to protective force operations, physical security systems, material control and accountability, vulnerability and security risk assessments, and emergency management continuity of operations.

(h) All technical programs must be performed by qualified staff and be capable of performing the following:

  (1) Project management and tracking

  (2) Knowledge of DOE S&S and EP requirements and standards

  (3) Ability to use DOE computer software programs, including SharePoint.

  (4) Maintain a Q clearance and access to the DOE classified networks (e.g., Secret Restricted Data Network, Safeguards and Security Information Management System (SSIMS).

  (5) Complete DOE required training to ensure compliance with DOE security and EP requirements, including the protection of Controlled Unclassified Information and Classified Information.

  (6) Analytical reviews, surveys, and self-assessments

  (7) Development of procedures, memorandums, and communications

  (8) Tracking and trending of corrective actions

  (9) Provide qualified personnel to support the development of strategic plans to enhance EM’s S&S and EP programs and activities, to include Security Roadmap initiatives and other emerging S&S and EP activities.

(i) Provide senior level administrative staff to perform tasks to support EM-3, Associate Principal Deputy Assistant Secretary and EM-3.114, Director of Safeguards, Security and Emergency Preparedness. The work scope requires highly focused results-oriented individual(s) with good interpersonal skills in dealing with high level management and technical personnel.

(1) Contractor(s) shall demonstrate effective oral and written communications skills in preparing briefing packages, office reports, travel arrangements, travel-related documents and perform a wide variety of other related office duties assigned by the management or Federal staff. Work requirements include:

(i) Maintain a Q clearance and access to DOE classified networks required to support EM-3, or Designee, and EM-3.114

(ii) Complete training and implement controls for the protection of CUI and Classified Information.

(iii) Manage Office calendars, meeting request, and electronic records.

(iv) Utilize computer technology to perform project controls necessary to receive, process, track, and trend requests for support.

(v) Complete training and implement controls to use Office 365 Productivity Suite to include Outlook, Word, Teams, Excel, PowerPoint, and SharePoint.

(vi) Proofread, edit, and properly format documents and make necessary corrections.

(vii) Identify, track, and analyze key information and prepare communication/briefing materials.

(viii) Provide liaison support between EM-3.1 and all subordinate offices, and other interface organizations.

(ix) Review documents associated with and reporting on pertinent actions associated with DOE-wide and EM-related recommendations and directives affecting the program.

(x) Prepare and track actions and documentation.

(xi) Ability to work independently or in a team environment.

(xii) Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. Always display a professional customer-service attitude.

(xiii) Prepare and coordinate correspondence memorandums, documentation, briefing packages, reports, etc. in a timely manner.

(xiv) Process concurrence packages and ensure timely routing; utilize eDOCs.

(xv) Prepare, compile, distribute, and coordinate meeting and teleconference materials.

(xvi) Provide backup support to other EM offices, as needed.

(xvii) Record, organize, and distribute meeting minutes.

(xviii) Coordinate travel arrangements, prepare travel authorizations and process related documentation using the Concur travel system; coordinate approval; and assist staff with the Concur travel system.

(xix) Prepare time and attendance for certification.

Travel Requirement: Yes

Security Requirement: Yes

C.3.16 CLIN 00016 – Technical Support Services for the Office of the Chief Technology Officer , EM-3.2, EM Minority Serving Institutions Partnership Program (MSIPP)

EM MSIPP consists of seven programs: internships, competitive research awards, a post-doctoral research program, the Savannah River Environmental Sciences Field Station, graduate fellowships, grants, and Success Through Academic Research Scholarship Program.

The funding will enable EM to sustain current efforts to aggressively recruit highly qualified candidates who graduate from the roughly 700 minority serving institutions across the country.

Work Description: The Contractor shall provide technical support for initiatives in support of the EM MSIPP program, including subject matter expertise for consultation:

(a) Support onsite/offsite meetings, workshops, conferences;

(b) Preparation presentations/briefings and technical reports;

(c) Support program/project management and planning;

(d) Support data input, retrieval, and analysis for the MSIPP Dashboard;

(e) Provide data analytics, quality assurance, fact checking, etc. as needed;

(f) Support planning, documentation preparation, and capturing of notes related to grants efforts;

(g) Technical expertise for evaluation of grant proposals; and

(h) Other assigned technical support activities as related to Minority Serving Institutions (MSI).

Travel Requirement: Yes

Security Requirement: No

Mod P00011

C.3.17 CLIN 00017 – Technical Support Services for the Office of the Chief Technology Officer, EM-3.2

The Office of the Chief Technology Officer (CTO) requires technical services in support of various initiatives in the development and deployment of innovative, advanced technologies into the EM mission work. Technical services include, but are not limited to advance technology expert consultation, engineering design, proposal evaluation, support of onsite/offsite meetings, workshops, conferences, presentations/briefings, technical reporting, project management/planning, and any other assigned technical support activities required to accomplish the advanced innovation, technology development and deployment initiatives.

Work Description: The Contractor shall provide technical support for the CTO, EM-3.2 initiatives in the development and deployment of various advanced technologies into the EM mission work, including advance technology subject matter expertise for consultation, engineering design, quality assurance and proposal evaluation.

Contractor shall:

(a) Support onsite/offsite meetings, program reviews, workshops, and conferences.

(b) Support preparing and maintaining mission governance documents, program management documents, standard operating policies and procedures, and implementing procedures.

(c) Support the preparation of presentations/briefings and technical reports.

(d) Preparation of routine program reporting, project status reporting, and communications

(e) Support program/project management and planning.

(f) Provide technical and subject matter expertise for the evaluation of technology proposals, technology maturation and readiness assessments, and market studies.

(g) Support collaboration with other federal executive departments and independent agencies for technology and information exchange.

(h) Support collaboration and cooperation with foreign countries having mutual technology and innovation interests.

(i) Provide technical and subject matter expertise for field demonstrations, test bed activities, and field support.

(j) Support other assigned technical support activities related to advanced technology innovation, development, and deployment initiatives.

(k) Support administration of grants, cooperative agreements, and federal interagency agreements related to technology development as applicable.

(l) Support collaboration and coordination with other DOE offices and DOE National Laboratories to leverage intra-Departmental technology resources, expertise, and programs (this supports, in part, the Lab Policy Office position in CTO).

(m) Support activities to promote engineering excellence across the EM enterprise (this supports the Chief Engineer position in CTO).

Travel Requirement: Yes

Security Requirement: Yes

C.3.18 CLIN 00018 – Technical Support Services for the Office of Infrastructure and D&D, Support for Naval Reactors, EM-4.11

The mission of the Office of Infrastructure and D&D (EM-4.11) is to develop policy for D&D, real property asset management, sustainability, and energy management. The office leads the transfer of completed projects; manages the transfer of excess contaminated facilities and materials from National Nuclear Security Administration (NNSA), Office of Science (SC), and the Office of Nuclear

Energy (NE); and has the overriding responsibility to support field offices by enabling the effective execution of the mission.

The office provides guidance and integration, planning and analysis for all EM D&D and Facility Infrastructure including sustainability projects to ensure that these activities are completed efficiently and effectively reducing significant risks and life cycle schedules and costs in the D&D program across the EM complex. The office provides technical direction and/or assistance to resolving difficult technical problems associated with D&D.

The office coordinates EM's sustainability, climate resilience and energy management activities, including energy efficiency related initiatives. It also works to provide EM field offices and program/project managers with better tools to manage real property assets. The office performs assessments, establishes technical criteria, and promotes cross-site integration.

In addition, the office provides guidance and integration planning support for D&D execution to the Office of Naval Reactors (NR) at four sites: Knolls Laboratory (New York), Kesselring Site (New York), Naval Reactor Facility (Idaho) and Bettis Laboratory (Pennsylvania).

Work Description: EM-4.11 requires technical expertise, program knowledge, and analytical support for its Infrastructure and D&D programs. The Contractor shall provide support with field and headquarters D&D activities, including project planning, project integration for deactivation, surveillance and maintenance, demolition, and in situ decommissioning. The Contractor shall conduct analysis for all EM D&D activities including sustainability projects to ensure that these activities are completed efficiently and effectively reducing significant risks and life cycle schedules and costs in the D&D program. The Contractor shall assist with the Knowledge Management Community of Practice.

This scope of work encompasses all Department of Energy Laboratories, Sites and Facilities, including Office of Naval Reactors (NR) Sites, wherein the Contractor supports the Program Office in managing D&D and the transfer of excess contaminated facilities and materials from NNSA, SC, and NE to EM.

The Contractor shall also perform D&D walk downs (or evaluations) of the DOE Complex, including the four NR sites. Walkdowns include making arrangements with the sites, preparing walkdown check lists, performing condition assessments, identifying clean-out and stabilization requirements, identifying monitoring activities to ensure long term stability, developing ROM D&D cost estimates, and developing final reports with recommendations. In addition, the Contractor shall develop a prioritization/strategy for all Complex Wide D&D projects, including the NR sites.

Travel Requirement: Yes

Security Requirement: Yes

C.3.19 CLIN 00019 – Technical Support Services for the Office of Acquisition and Contract Management, EM-5.21

The Acquisition and Contract Management Office provides leadership and develops mission strategies, policy, and guidance for acquisition and contract management to support EM’s mission.

The office assists EM field offices in the implementation of new contract policies and procedures to promote program efficiency and has the overriding responsibility to support field offices by enabling the effective execution of the mission. The office provides support for contract execution and contract administration matters including reporting and contract data accountability and development of internal controls that support excellence in contract execution and oversight. The office provides standardized contracting policy, training, and tools, and oversight to assure strategic acquisition planning and preparation; and manages acquisition advisory boards.

Work Description:

1. EM 5.21 requires a full-time support services contractor with the ability to perform the following, but not limited to, activities:
2. Support the review processes and Quality Assurance reviews of EM Site procurement packages submitted to EM-5.21 for business clearance in accordance with Federal and DOE policies, guides, and contract terms and conditions.
3. Support the Award Fee Board process through review and coordination of the EM Site Performance Evaluation and Measurement Plan and Award Fee packages.
4. Analyze, summarize, and coordinate distribution of new and updates policies and guidance (e.g., Acquisition Letters, Policy Flashes, HCA Directives/Guidance, FAR updates, DEAR updates, Acquisition Guide updates, Executive Orders, etc.)
5. Support EM 5.21 Strategic Alignment with updating and writing EM policy, guidance, and letters.
6. Gather and coordinate information for various audits/data calls.
7. Support various correspondence creation.
8. Other duties as assigned.

Travel Requirement: No
Security Requirement: No

C.3.20 CLIN 00020 – Technical Support Services for the Office of Subsurface Closure, EM-4.12

The Office of Subsurface Closure provides expert advice, leadership, and policy guidance to ensure safe and effective management of subsurface contaminants including remediation of soil and groundwater and tank closures. The office reviews practices related to tank closures and soil and groundwater remediation across the EM complex and has the overriding responsibility to support field offices enabling the effective execution of the mission. The office monitors progress in meeting milestones, metrics, and contract requirements specific to complex-wide tank closures and remediation activities.

To meet these mission goals, the Office has focused on identifying technical targets to accelerate closure for groundwater, tank/buries waste, and soils. We support new technologies, such as artificial intelligence and machine learning to develop new paradigms for long term monitoring that will result in significant cost savings. We also support online platforms that bring transparency to the public and other stakeholders on the status and progress of groundwater, buried waste, and soil remediation, such as the Tracking Restoration and Closure (TRAC) system.

The primary objectives of this scope of work are to 1) establish the overarching framework of long-term monitoring at DOE's legacy sites by systematically combining state-of-art hardware and software technologies. Advanced Long-Term Environmental Monitoring Systems (ALTEMIS) offers a new paradigm of monitoring to ensure long-term environmental protection at DOE's legacy sites. This shall include the development of an end state vision based on long term monitoring goals/requirements and the assistance to sites in the overall groundwater closure strategy; 2) assisting with the development of a Tank Waste Closure Strategy based on the recent Hanford Tank Waste Roadmap and leveraging the TRAC system; 3) launching a new initiative designed to build on lessons learned from the groundwater strategy to develop a strategic plan for soils remediation, which would include evaluating the major challenges across the complex related to soil remediation and then identifying technical targets to make progress meeting those challenges.

Work Description: The Contractor shall facilitate the following:

(a) Review all papers generated by the ALTEMIS program.

(b) Develop a Workshop on Long Term Monitoring and Artificial Intelligence with Legacy Management to facilitate site transfers and to provide written reports & summaries. Participate in all reviews of the next steps based on that report.

(c) Develop technical targets for the Tank Closure and Waste Processing Program following a similar strategy used for the soil and groundwater program.

(d) Development of a Workshop to review current challenges and update technical targets for soil remediation with final report.

(e) Participate in technical assistance projects at Paducah and Portsmouth as needed and provide final reports on the assistance with follow on assistance to Moab, West Valley, and Oak Ridge.

(f) Facilitate technology transfer of technologies for long term monitoring through the technical assistance program and groundwater closure discussions.

(g) Identify appropriate metrics that can be used to measure progress in buried waste and soil remediation that can also be used in the TRAC system to provide transparency on the current status and progress towards milestones in remediation of soils and buried waste.

Travel Requirement: Yes

Security Requirement: No

Mod P00011

C.3.21 CLIN 00021 – Technical Support Services for the Office of Subsurface Closure, EM-4.12, Per- and Polyfluorinated Substances (PFAS)

Technical support includes compiling information regarding sampling plans and progress in measuring PFAS groundwater contamination across sites and tracking changing regulatory requirements at state and federal levels. Working on PFAS policy and regulatory issues, including those related to PFAS disposal and remediation of soil and groundwater. Tasks shall include assistance with communication of recent developments in PFAS regulatory requirements, assisting the EM sites with reporting of PFAS contamination, and development of sampling guidelines and sampling plans that meet the new regulatory requirements.

Work Description: Contractor shall help with the following:

(a) Tracking state regulatory requirements for PFAS screening levels, cleanup levels, health-based thresholds, and analytical methods across mediate (soil, groundwater, surface water, drinking water, etc.).

(b) Facilitation of discussions with EM site personnel on matters related to PFAS regulatory adherence.

(c) Development of webinars and workshops to assist with compliance at EM sites and leverage expertise to addressing site-specific PFAS challenges.

(d) Facilitate meetings with other federal agencies as needed for collaborative discussion on issues related to PFAS.

Travel Requirement: Yes

Security Requirement: No

C.3.22 CLIN 00022 – Technical Support Services for Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21

The general support under this contract covers technical, policy, programmatic and regulatory areas under the mission and functions assigned to EM's Office of Waste & Materials Management, EM-4.2 and its sub-offices.

The scope of work includes analyses and deliverables covering waste management and disposition activities and facilities for mixed/low-level waste (M/LLW), Greater-than-Class C (GTCC) LLW, transuranic (TRU) waste, application of the HLW interpretation, Spent Nuclear Fuel (SNF), materials with potential value or reuse (e.g., uranium, nickel, heavy water), etc. Disposition planning involves waste and materials that have a current disposition path, as well as those that do not. Work activities include, but are not limited to: technical, engineering, and project management support related to activities or facilities that EM is responsible for or oversees; environmental and National Environmental Policy Act (NEPA) support including reviews, compliance, analyses, document preparation and Records of Decision (ROD) support for actions that EM is responsible for or oversees; scope, cost and schedule estimates and trade-off studies, fee development, and systems engineering support related to implementing key Federal programs under EM's responsibility or oversight; programmatic and regulatory compliance support including white papers, policy recommendations/analyses, evaluations, internal and external briefings; support related to the technical and engineering activities associated with SNF and surplus NM; EPACT Title X Uranium/Thorium licensee reimbursement support; elemental Mercury storage facility support; compiling and analyzing data related to waste and material management and packaging and transportation deliverables; preparation of cost analysis and estimates for storage, treatment, and disposal of waste as well as for packaging and transportation deliverables; provide various strategic planning materials, technical briefings, and issue papers related to waste and materials management, treatment, disposal, packaging, and transportation; DOE-Managed SNF, HLW, and new waste form support; surplus NM and other challenging materials; identification and development of new technologies that contribute to significant reductions in schedule, cost and risk; preparation of a report(s) in response to external organization recommendations (e.g., GAO, IG, NAS, etc.); support

for the development and review of NEPA compliance documentation; support EM in managing the Foreign Research Reactor Fuel SNF Acceptance Program; provide specialized expertise (SMEs) as well as technical and expert assistance to support programmatic decisions related to the capabilities, needs and options for the treatment, storage and disposition of the full range of radioactive materials that fall under EM responsibility; and assistance in organizing and managing technical workshops and meetings.

Work Description: Provide technical, regulatory, and programmatic support to EM-4.2 initiatives for disposition of reprocessing waste including support for the application of the HLW interpretation, policy development, environmental studies, cost analyses, inventory assessments, treatment and disposal evaluations, regulatory basis reviews, strategic planning, and project communication.

As directed by personnel within EM-4.2 and sub-offices, the Contractor shall prepare National Environmental Policy Act assessments and technical evaluations on treatment and disposal alternatives for reprocessing wastes in support of the HLW interpretation; compile and assess reprocessing waste inventory data; prepare cost studies for storage, treatment, and disposal of reprocessing waste; identify and analyze packaging and transportation options for shipment of reprocessing waste to potential treatment and disposal facilities; evaluate disposal facility waste acceptance criteria, performance objectives, regulatory permits, license conditions and other applicable requirements; evaluate treatment alternatives and requirements for reprocessing waste; support preparation and/or review of waste classification documentation; research regulatory basis documents for classification and disposal of reprocessing waste; prepare and/or review strategic planning documents, technical briefings, issue papers, reports, and other documentation on reprocessing waste initiatives; support internal and external reviews of reprocessing waste initiatives; and assist in development of DOE policy documents for disposition of reprocessing waste. This is a continuation of work already being performed under prior contracts.

Travel Requirement: Yes

Security Requirement: Yes

C.3.23 CLIN 00023 – TRU Oversight DOE Order 435.1, EM-4.21

This work area addresses assessment, oversight, technical assistance, site integration, and regulatory support for the Office of National TRU Program's (EM-4.21) responsibilities associated with DOE sites regarding generation, characterization, packaging, storage, transport, and waste disposal of TRU.

Work Description:

(a) Review site-and/or HQ developed documentation, e.g., Technical Basis Documents, etc.

(b) Preparation and review of waste disposal plans, procedures, reports, technical standards, presentations, and other related documents

(c) Participation in HQ and site meetings/workshops and on-site reviews/inspections/oversights e.g., DOE Order 435.1-related, NTP User Group, etc.

(d) Review of waste acceptance criteria requirements, plans and processes, waste determination, generators, etc.

(e) Review waste disposal documents and participate in meetings as necessary from international and national institutions/agencies (e.g., International Atomic Energy Agency, Nuclear Regulatory Commission, Environmental Protection Agency, etc.)

Travel Requirement: Yes

Security Requirement: Yes

C.3.24 CLIN 00024 – Technical Site Support for Regulatory Compliance and Operation for Waste Disposal

The desired objective is technical assistance and support for the Office of Waste Disposal's (EM-4.22) responsibilities associated with DOE sites and overall policy regarding the Low-Level Waste Facility Federal Group (LFRG), DOE Order 435.1, Radioactive Waste Management, and international and national waste disposal. Support also is being provided by DOE EM-4.22 for reviews of Performance Assessments and other technical basis documents, and to fill gaps in the federal expertise.

Work Description: Site Support for Regulatory Compliance and Operation for Waste Disposal

Review EM-4.2/LFRG site-developed Performance Assessments/Composite Analyses/Annual Summaries/ and other Technical Basis Documents virtual or in-person as needed.

(a) Preparation and review of waste disposal (e.g., LFRG) plans, procedures, reports, technical standards, and other related documents

(b) Preparation and review of DOE Order/Manual 435.1 execution implementation, oversight, and related plans

(c) Participation in LFRG/DOE Order 435.1 related HQ and site meetings/workshops and on-site reviews/inspections/oversights, which involve travel.

(d) Development and review of waste acceptance criteria requirements, plans and processes, and waste determination.

(e) Review and exchange waste related information and participate in meetings as necessary for or required by international and national institutions/agencies (e.g., IAEA, NRC, EPA, State Regulators, Performance & Risk Assessment Community of Practice (CoP).

(f) Support and participate as required in LFRG reviews along with a separate Performance Assessment review and backfill gaps in the federal staff expertise.

Travel Requirement: Yes

Security Requirement: Yes

C.3.25 CLIN 00025 – Technical Support DOE on Implementation of DOE's obligation under Mercury Export Ban Act (MEBA), Office of Waste Disposal, EM-4.22

The contractor shall provide support for a DOE-designated facility for the purpose of long-term management and storage of elemental mercury generated in the United States and support for other

requirements of the Department under the Mercury Export Ban Act of 2008 (MEBA) and the amendments to MEBA in the Frank R. Lautenberg Chemical Safety for the 21st Century Act (Lautenberg Act).

(a) **Work Description:** Support DOE's long-term storage and management of Elemental Mercury through:

(1) **Development of the Long-Term Elemental Mercury (LTEMSF) Fee and Rule.** Once the fee is effective, the contractor shall provide an assessment and draft annual report on the collected fee, provide input and analysis for adjustments of calculation of the Fee Structure, and otherwise provide support to the Department in fulfilling this obligation.

(2) **Support the examination of mercury storage and treatment options.** The Contractor shall provide expert technical support on treatment, storage, or eventual transport and disposal associated with DOE's obligations under MEBA. This may require data collection and other related activities. The Contractor shall provide continuing support to the DOE EM Office of Waste Disposal (EM-4.22) for implementing DOE's duties and responsibilities under the MEBA and Lautenberg Acts, including any modifications to execution of these duties and responsibilities as may be necessary as a result of a court-approved negotiated settlement between DOE and the plaintiffs.

(3) **Support the National Environmental Policy Act (NEPA) analysis of long-term management and storage of elemental mercury.** If additional NEPA analysis is required, the Contractor shall provide expert technical support for analysis of NEPA under DOE's obligation under the MEBA. This may require data collection and other related activities. The Contractor shall conduct the requisite environmental reviews (e.g., assess past NEPA actions, complete ongoing NEPA actions and/or initiate new NEPA analyses) as needed to confirm/validate DOE's 2019 Record of Decision (ROD), produce an Amended ROD or similar decision document. Support shall also include applicable CEQ NEPA requirements required in support of procurement actions related to evolving elemental mercury management or storage activities.

(4) **Provide support for oversight of the designated mercury storage facility**. This may require periodic site visits to review stored waste, assess waste acceptance information, and support updates to policy and guidance. The Contractor shall provide technical and subject-matter expert (SME) cost analysis and estimating support necessary to assist DOE's scoping, technical and cost studies and analyses needed to support ongoing DOE fee rulemaking efforts to establish a fee for providing long-term management and storage of elemental mercury. Support shall also include any requisite stakeholder outreach, public interactions (e.g., internet or in-person meetings), public comment disposition and preparation of a rulemaking administrative record.

The Contractor shall conduct technical, engineering, and project management support related to DOE oversight of the elemental mercury storage facility startup, receipt, and operations activities. Such support shall include facilitating EM in transitioning facility operational oversight responsibilities, duties, and processes to Legacy Management (LM).

The Contractor shall conduct technical, engineering, and cost analysis support for EM program acquisition planning on the ongoing or evolving need for contracted services for

elemental mercury management and storage. Included in this scope is the potential need to conduct reviews, analyses and studies on emerging management and storage capabilities with needed elemental mercury storage and disposal capabilities.

Travel Requirement: Yes

Security Requirement: Yes

C.3.26 CLIN 00026 – Technical Support to the United States (US) Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22

The Joint Convention on Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management (Joint Convention) is a legally binding international legal instrument similar to a treaty which applies exclusively civilian managed spent fuel and radioactive waste. The ratifying Member States (known as the Contracting Parties) are obligated to establish and maintain a legislative and regulatory framework for the safety of spent fuel and radioactive waste management. The United States (US) ratified the Joint Convention in April 2003. DOE EM leads the Interagency Working Group (IWG) comprised of staff from other DOE organizations, the US Nuclear Regulatory Commission (NRC), the Department of State and the US Environmental Protection Agency to meet US obligations under the Joint Convention. Over a three-year cycle, The International Working Group (IWG) pulls current information from US radioactive waste and spent fuel management safety programs to update the US National Report, reviews other Contracting parties' national reports, prepares questions/comments for use by the US delegation during the peer review, responds to questions/comments on the US National report, composes an oral presentation summarizing the status of US safety programs in radioactive waste and spent fuel management, as -well as other activities. EM leads the IWG for DOE. In this capacity, EM-4.22 collects, collates, updates information, and prepares issue papers relating to the US safety programs to support Joint Convention activities.

Work Description: The Contractor supports some aspects of this work area as follows:

The review process is a three-year cycle that culminates in a formal, international peer review of National Reports submitted by Contracting Parties to the Joint Convention. The Eighth Review Meeting of the Contracting Parties to the Joint Convention is forthcoming in March 2025. Work products and assistance shall include maintaining information from previous Review Meetings and new key developments; hosting of working group meetings; supporting preparation for the upcoming meetings by drafting newsletters, compiling lessons learned, and supporting the planning activities for the Eighth Review Meeting process, as requested.

The Contractor shall ensure consistent data and information is collected among the different organizations in the IWG to develop final products representing the US government as a single entity. These support tasks include integrating spent fuel and radioactive waste management information and statistics from various sources, updating reports, and resolving commercial waste disposal data discrepancies in the Manifest Information Management System for use when preparing the US National Report. Interactions and data resolution also involve the NRC Agreement States, the Conference of Radiation Control Program Directors, the Organization of Agreement States, industry, and the EPA Authorized States. The current period of performance & required start date runs 12 months from April 2023 to March 2024 with an option period. Therefore, only part of the 3-year

cycle of the Joint Convention work can be requested as deliverables. Beginning in 2025, work will continue to prepare for the upcoming three-year cycle as it repeats through 2028 toward a Ninth Review meeting with identical scope of work and deliverables. From 2028 to 2030, work will continue toward a Tenth Review meeting with identical scope of work and deliverables.

(a) The Contractor shall assist in the US Government in preparing for the Joint Convention activities in the following support, recognizing that performance requires flexibility in assignments and quick turnaround (often within 24 hours):

(1) Collect, collate, and update information from the IWG on previous US National report and prepare a revised U.S. National Report;

(2) Collect and collate questions/comments generated by the IWG through the review of other Contracting Parties' National Reports submitted for the Eighth Review Meeting of the Joint Convention;

(3) Collect and collate the IWG prepared responses to other Contracting Parties' questions/comments on the U.S. National Report;

(4) Maintain and upload documents to and from Kiteworks™ or other contractor-friendly service to and from the Joint Convention SharePoint EM database as well as electronically submit documents to the IAEA website for viewing by other Contracting Parties.

(5) Collect and package Joint Convention information to support the Eighth Review Meeting in 2025, and subsequently the Ninth and Tenth Review meetings through 2030. This information shall consist of spreadsheets organized to indicate country, relevant article of the Joint Convention, as well as questions/comments and responses.

(6) Assist in collecting, collating as well as documenting follow-up and lessons learned analysis from the various meetings including the Eighth and Ninth Review meeting.

(7) Develop input for the U.S. presentation and other supporting technical information at the international review meeting held after each update of the U.S. National report.

(8) Assist the U.S. Government with building data bridges and documents across multiple platforms to maintain a government-owned SharePoint or other database legacy for future use to conserve resources and mechanize the future preparation of the National Reports and peer review process with Contracting Parties.

(b) Collect, assemble, categorize, analyze, and maintain information from past review meetings including the questions/comments from the Contracting Parties on previous US National Reports by preparing spreadsheets, identifying the Contracting Party, topic, national report section, article number, the specific question/comment, and the respective US response. Any previous data collected or SharePoint/data sites from other Joint Convention Review Meetings shall need to be recreated to stand up in a current SharePoint site and layout in a hosted environment and other appropriate database or reports for user friendly access. Integration of previous questions/comments provides trends in individual Contracting parties' safety programs, as well as quality control on consistency in the positions taken by US delegations in the past review cycles. This involves the following:

(1) Assembling and assessing publicly available information from NRC and NRC Agreement States, EPA and EPA Authorized States, DOE, other Federal agencies, and other sources such as the CRCPD and OAS regarding official positions and policies to respond to specific questions/comments and to develop the US National report. Subsequent changes in US policy would be reflected in the collation of this information. In terms of making documents publicly available, this means access to IAEA and other federal agencies in universally acceptable platforms.

(2) Provide statistical and analytical information relating to questions/comments, including articles relevant to questions/comments, by source and target Contracting Party.

(3) Prepare, maintain, and make available statistics on article frequency and topics raised to the NRC Technical Project Manager or their designee.

(c) Assist in uploading, populating, and maintaining relevant information to the Joint Convention SharePoint database.

Travel Requirement: Yes

Security Requirement: No

C.3.27 CLIN 00027 – Title X, Greater Than Class C (GTCC) Low Level Waste (LLW) and Molybdenum-99 (Mo-99) Support, Office of Waste Disposal, EM-4.22

The desired objective is general technical assistance and support for the Office of Waste Disposal's (EM-4.22) responsibilities associated with Title X of the Energy Policy Act of 1992, Greater Than Class C (GTCC), and Molybdenum-99 (Mo-99) Tasks per the American Medical Isotopes Production Act of 2012.

GTCC Low Level Radioactive Waste (LLRW) has radionuclide concentrations exceeding the limits for Class C LLRW established by the U.S. Nuclear Regulatory Commission (NRC). This waste is generated by activities licensed by the NRC or Agreement States and cannot be disposed of in currently licensed commercial LLRW disposal facilities. DOE prepared and issued the 2016 EIS in accordance with the National Environmental Policy Act, Section 631 of the Energy Policy Act of 2005 (Public Law 109-58), and Section 3 (b) of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (Public Law 99-240). GTCC LLW and GTCC-like waste inventories were developed for purposes of the EIS analysis during 2005-2010 and are described in the 2016 Final GTCC EIS, Appendix B, and three progressive inventory reports.

(a) *Final GTCC EIS Appendix B* – Describes final inventory used for GTCC EIS analysis.

(b) *Supplement to Greater-Than-Class C (GTCC) Low-Level Radioactive Waste and GTCC-Like Waste Inventory Reports*, ANL/EVS/R-10/1, Argonne National Laboratory, October 2010 – Updates/supplements previous two inventory reports (May 2008 and July 2007) based on evolving data.

(c) *Basis Inventory Report for Greater-Than-Class C Low-Level Radioactive Waste Environmental Impact Statement Evaluations*, Revision 1, Sandia National Laboratories, May 2008 – Relies on July 2007 Inventory Report with some adjustments and provides detailed information on waste

packaging assumptions, estimated isotopic profiles, and other information to inform GTCC EIS analysis.

(d) *Greater-Than-Class C Low-Level Radioactive Waste and DOE Greater-Than-Class C Like Waste Inventory Estimates*, Sandia National Laboratories, July 2007 – High-level description of GTCC waste types and estimated volumes.

The Contractor shall support as requested EM's conduct a desk-top review of the greater-than-Class C (GTCC) low-level waste and GTCC-like waste inventory volumes analyzed in the *Final Environmental Impact Statement for the Disposal of Greater-Than-Class C (GTCC) Low-Level Radioactive Waste and GTCC-Like Waste* (EIS-0375, February 2016) (Final EIA)*, Volume II Appendix B* and identify any potential significant changes in the volumes.

Work Description:

Title X: Support overall management of the Title X program as requested. Such requests may include but not be limited to the following:

Analyses, documentation, and reviews of the annual status reports on Title X activities. The Annual Status report is required per the Energy Policy Act of 1992 implementing regulations and is the primary means of informing the licensees and Congress on the status of the Title X program.

Review of any modifications to the master Title X spreadsheet that provides an accounting of past reimbursements, determines the distribution of Congressional appropriations to the licensees, accounts for approved, unpaid reimbursement amounts, and tracks remaining DOE Title X liabilities. Though the Title X program has been in existence for nearly 25 years, the calculations embedded in the master spreadsheet occasionally need to be revised due to sites reaching their Plan for Subsequent Remedial Action (PFSRA) or other non-recurrent activities.

Analyses on remaining PFSRA liabilities. If required, provide support to the planned transition of the Title X program to the Office of Legacy Management (LM). Per a 2011 MOA, LM is responsible for audits and reviews of licensees' claims. In the event the transition is affected, EM would transfer its Title X program responsibilities to LM.

GTCC: The Contractor shall support researching and compiling data files from applicable DOE sites, GAO reports, operating and shutdown Nuclear Regulatory Commission (NRC)-licensed commercial nuclear reactors, NRC's National Sealed Source Tracking System (access required), and other appropriate databases or recently publications and reports. The Contractor shall perform a quality assurance check on the data files for completeness against the reporting fields and compare them to inventory documented in the Final EIS.

Conduct a desk-top review of the greater-than-Class C (GTCC) low-level waste and GTCC-like waste inventory volumes analyzed in the *Final Environmental Impact Statement for the Disposal of Greater-Than-Class C (GTCC) Low-Level Radioactive Waste and GTCC-Like Waste* (EIS-0375, February 2016) (Final EIA)*, Volume II Appendix B* and identify any potential significant changes in the volumes. Provide a concise report with a table comparing Final EIS estimates to new estimates, including changes in assumptions.

Mo-99: The American Medical Isotopes Production Act of 2012 (AMIPA) was passed by Congress to promote the production of molybdenum-99 (Mo-99) in the United States for medical isotope

production, and to condition and phase out the export of highly enriched uranium to produce medical isotopes [AMIPA 2011]. Interested producers can either purchase or lease LEU from DOE. At the conclusion of the medical isotope production process, the producer will be responsible for transporting any spent nuclear fuel (SNF) and radioactive waste (RW) for which no disposal path currently exists to a DOE site pursuant to a separate Take-Back Contract. The Contractor will support EM Office of Waste Disposal (EM-4.22) by providing subject matter expertise in characterization, management, and disposition of radioactive wastes. This support may include, but not be limited to, cost estimates, support preparation of a financial assurance statement, and any other technical support required to prepare and execute a successful take-back contract.

Travel Requirement: Yes

Security Requirement: Yes

C.3.28 CLIN 00028 – Waste Data Collection and Analysis, Office of Waste Disposal, EM-4.22

The desired outcome of this scope is to provide data collection and analysis support that are needed to comply with internal and external requirements. Support consists of two parts – 1) support annual LLW life cycle disposition data collection effort called Baseline Disposition Data (BLDD) and provide analytical support as requested, and 2) support the Manifest Information Management System (MIMS) per Low-Level Radioactive Waste Policy Amendment Act of 1985.

Work Description: The Contractor shall support annual update of BLDD effort. This will include, but not limited to, the following:

(a) Draft updated BLDD data collection and validation requirements.

(b) Support preparation of BLDD for low-level waste (LLW) and mixed low-level waste (MLLW)

(c) Compile and support validation of data received.

(d) Provide updated data to the Waste Information Management System

(e) Support Analysis of Data

MIMS: The Contractor shall receive data files from DOE, as provided by disposal facilities, containing information on low-level waste shipments received at four commercial facilities. The Contractor shall perform a quality assurance check of the data files for completeness against the reporting fields and upload the files into the MIMS Database, which is maintained on the EM server as a publicly available internet database of commercial and non-DOE waste received for disposal.

The Contractor shall support EM-4.22 by maintaining the MIMS Data as follows:

(a) Compile and upload MIMS data;

(b) Revise MIMS Software, if necessary, to improve data quality or to add new reporting features;

(c) Prepare unique data queries of MIMS data, as requested.

Travel Requirement: No

Security Requirement: No

C.3.29 CLIN 00029 – General HLW and SNF for Office of NM, EM-4.23

The Contractor shall provide technical support to the Office with general support concerning HLW, SNF, and NM.

Work Description: The Contractor shall provide technical support on general HLW, SNF, and NM needs including, but not limited to performing technical analysis, developing a fee structure for future SNF receipts, conducting calculations including but not limited to those related to HLW casks, developing technical reports and studies, and reviewing site documents and memorandums related to HLW, SNF, and NM. This includes the development of training material on HLW and SNF for EM-HQ employees.

Travel Requirement: Yes

Security Requirement: Yes

C.3.30 CLIN 00030 – Technical Support Services for the Office of NM, EM-4.23, Integrated Project Team (IPT) for DOE-Wide Review of Nuclear Material Handling/Processing Infrastructure (NMI)

The Contractor shall support technical writing and management of an (1) IPT to initiate a Department-wide review of "nuclear material handling/processing infrastructure (NMI)" as well as the (2) Spent Nuclear Fuels Future Receipts Working Group.

The purpose of these reviews is to provide technically defensible recommendations to DOE senior management to enable informed decisions regarding the long-term management of SNF and NM in DOE. The IPT and WG will evaluate current, planned, and future DOE inventories and future mission needs; identify the current capabilities available to meet those needs (i.e., H-Canyon, Hot Cells at National Laboratories, etc.); and whether these capabilities will exist into the future and perform a gap analysis between the Department's needs and the current and future expected capabilities.

Work Description: The Contractor shall provide technical editing support, meeting management support, and to help bring on board additional technical experts on an as-needed basis for those resources or experts found necessary during the course of the study. This effort involves working with other DOE Programs, Office of Nuclear Energy, Office of Science, and National Nuclear Security Administration. Appropriate resources would be provided by these Offices. The contractor shall support implementation of recommendations and subsequent activities as determined by the efforts.

Travel Requirement: Yes

Security Requirement: Yes

Mod P00011 **C.3.31 CLIN 00031 – Technical Support Services for the Office of NM, EM-4.23,**

The Contractor shall support activities conducted by the Spent Nuclear Fuel Working Group (SNFWG) consistent with its charter to advise DOE management and provide recommendations consistent with ensuring safe and effective management of DOE SNF. This includes but is not limited

to pursuing strategic initiatives contained in the strategic plan titled, *Strategic Framework for DOE-Managed Spent Nuclear Fuel,* and supporting strategy implementation through the Idaho Integrated Spent Nuclear Fuel Management Plan (Plan) being developed by the Idaho site tenant programs (EM, NE, NR).

Support to the Plan and other DOE SNF management activities will be through a SNFWG task teams and will focus on key areas such as:

(a) Regulator engagement by developing and facilitating an effective NRC engagement strategy that identifies issues and provides an effective strategy to present and resolve the issue with the NRC. Other regulators such as DOT, EPA, and state regulators may be involved.

(b) NEPA Approach by evaluating presently completed NEPA actions as they apply to SNF management at the Idaho site in light of many changes that have occurred since they were prepared (circa 1995 forward) and devising an effective approach to select and perform additional NEPA actions, as required.

In addition to these focus areas, the SNFWG deals with the full range of technical and institutional issues associated with the back end of the nuclear fuel cycle as managed at DOE sites at Savannah River, Hanford, Idaho, and Fort St. Vrain in Colorado.

Work Description: The Contractor shall provide advice, writing and technical editing and meeting support as required to develop effective strategies to address the two focus areas. The Contractor shall provide general writing and report preparation support for other SNFWG topical reports as determined by the working group.

Travel Requirement: Yes

Security Requirement: Yes

C.3.32 CLIN 00032 – Technical Support Services for the Office of Packaging and Transportation, EM-4.24

Automated Transportation Logistics and Analysis System (ATLAS):

The DOE's Automated Transportation Logistics and Analysis System is an integrated web-based logistics management system allowing users to manage inbound and outbound freight shipments by highway, rail, and air.

Transportation Operations Support consists of:

The Transportation Management Council (TMC), consisting of site transportation SMEs, provides a forum for the identification, analysis, and resolution of traffic management, transportation operations, and transportation safety issues to support the shipping needs of DOE. The TMC is to promote cooperation and communication; effective resource utilization; consistent application of requirements; and standardization of traffic management, transportation operations, and motor carrier safety addressing activities.

The Packaging Management Council (PMC) consists of volunteer SME in container operations, designs, fabrication, handling, procurement, and quality assurance from various DOE sites and programs in order to address packaging issues around the complex.

The Transportation Safety and Oversight Compliance Assurance Program (TCAP) is a program developed in accordance with DOE Order 460.2, Department Materials Transportation Management, to ensure DOE Field Offices and Contractors are conducting transportation and packaging activities in compliance with applicable DOE Orders and regulatory requirements.

The Energy Facilities Contractors Group (EFCOG) promotes excellence in all aspects of the operation, management, and integration of DOE facilities in a safe, environmentally sound, efficient, and cost-effective manner through the ongoing exchange of information on lessons learned. PMC members have been supporting the EFCOG QA Working Group on the development of commercial grade dedication processes and on standardizing the procurement of Department of Transportation compliant containers for the packaging and transportation of radioactive materials and hazardous wastes.

The Office of Packaging and Transportation (OPT) is responsible for the Department's Packaging Certification Program (PCP) used in the certification of DOE Type AF (fissile), and Type B radioactive packaging. The PCP requires that packaging work be performed under a QA Program that meets the requirements of 10 CFR 71, Subpart H- Quality Assurance.

The Institute of Nuclear Materials Management is the secretariat for the American National Standards Institute's (ANSI)-Packaging and Transportation of Radioactive and Non-nuclear Hazardous Material N.14-and Methods of Nuclear Material Control N.15-committees. The (ANSI) N14 Standards Committee is responsible for the preparation of standards for the packaging and transportation of fissile and radioactive materials and non-nuclear hazardous materials including waste and mixed materials, but not including movement or handling during processing and manufacturing operations.

The Motor Carrier Evaluation Program (MCEP), required by DOE Order 460.2, *Department Materials Transportation Management*. MCEP gives DOE and its stakeholders reasonable assurance that when materials are placed in commerce, the carrier is in compliance with Department of Transportation (DOT) Federal Motor Carrier Safety and Hazardous Material Regulations, DOE policies and practices, and has an excellent safety record. Only carriers meeting MCEP criteria are permitted to transport certain DOE hazardous, (including radioactive) materials and hazardous wastes.

Work Description: The work scopes include system operation and maintenance, helpdesk support, training, and documentation. Documentation will be developed and maintained based on QA requirements (revised as directed).

ATLAS Day-To-Day Program Support

Provide system program support to facilitate and direct related activities and software programming to meet DOE and OPT goals and objectives. Ensure system is protected from security threats and vulnerabilities. Maintain 99% system availability and advise users of planned outages. ATLAS supports complex-wide transportation operations and over 150 DOE site users. Inability to manage and maintain this system would represent OPT mission failure and would substantially impair site shipping activities.

ATLAS Database Administration

Provide technical support and consultation for the database to ensure data integrity and continuous database access. Support includes updating the database for software releases, new site setup, disaster recovery, maintaining backup scripts and files involved with database security requirements and

vulnerabilities. It also includes managing software at the database level, assuring patches and upgrades are installed and tested, and maintaining/renewing required support licenses. Assist development staff in setting up database resources, upgrade software as required and test all patches, etc., before applying to production database.

ATLAS Training and User Documentation

Scope includes training DOE and Contractor personnel in the technical and site application of the program with hands-on and/or online training. Provide current user documentation and standard input guidance to the sites. The training will include presentations on security requirements and data standards. Students are provided module-specific exercises and an overall proficiency assignment at the end of training. Provide and maintain online help and update the User Manual and Desk Reference guide as needed. Onsite training may be provided as needed if funding is available.

ATLAS Carrier Profile Module

This scope supports maintaining the carrier profile functionality. The Carrier Profile module provides a tool for commercial carrier personnel to maintain up-to-date information on its permit/registration/insurance, financial, equipment, and primary contact information. DOE shippers can query up-to-date information to meet its shipping needs.

ATLAS HAZMAT Shipping Module

This scope supports maintaining/updating DOT/EPA/IATA/ERG/NRC tables and modifying the system as required to comply with DOE/DOT/EPA/NRC regulations. With input from DOE Transportation SMEs, system modifications will focus on automating requisite hazardous materials shipping reporting requirements. The HAZMAT module provides a tool for transportation personnel to prepare quality-assured general, hazardous, and radioactive bills of lading in accordance with DOE/DOT regulations.

ATLAS Rate/Route Module

This scope supports maintaining the Rate/Route functionality. The Rate/Route module provides DOE with automated tools to assist shippers in managing their specific logistics network. The benefits to DOE include effective and cost-efficient traffic and transportation operations, use of preferred carriers with DOE negotiated freight rates, enhanced management control over rating and routing processes, increased standardization of operations throughout the DOE complex, and assist procurement organizations to factor shipping costs into purchase decisions.

ATLAS System Documentation

This scope provides documentation review and recommended updates to comply with QA requirements. Support may be required for security, contingency, and configuration management documentation now included in the DOE EM/HQ accreditation boundary documentation.

Work Description (Transportation Operations Support)

Provide transportation specialist to support the Transportation Management Council (TMC) management structure and coordinate TMC activities. The specialist functions as a coordinator and will be responsible for coordinating activities between DOE and TMC and for completing assigned activities. The specialist coordinates conference calls and meetings of TMC working groups and an annual TMC meeting. This task may also include assisting with truckload (TL), less than truckload

(LTL), and household goods (HHG) rate negotiations for the following calendar year and in developing transportation metrics for consistent reporting across the complex. Provide SME to assist OPT in reviewing carrier profiles, negotiation of TL/LTL/HHG tenders, and interfacing with sites to address issues/concerns about carriers and supporting OPT for regulatory updates.

Provide packaging specialists to support the Packaging Management Council (PMC) management structure and coordinate PMC activities. The packaging specialist functions as a coordinator and will be responsible for coordinating activities between DOE and PMC and for completing assigned activities. The packaging specialist coordinates conference calls and meetings of PMC working groups and an annual PMC meeting. The packaging specialist working with PMC members will review emerging changes in domestic and international packaging regulations and standards.

The Transportation Safety and Oversight Compliance Assurance Program (TCAP) task supports sites in meeting the DOE Order 460.2 requirement to assess their transportation operations every three years. Provide SMEs to the revision and update of TCAP guidance documents and TCAP administrative tasks and, as requested, supporting TCAP assessments of packaging and transportation activities at DOE sites. Provide SME support to develop strategy for a graded approach on TCAP Process; revise TCAP Procedures/Policies; conduct up to four in-person or virtual TCAP assessments at DOE sites, as directed by OPT. SME ability to perform assessments, contribute to written assessment reports, and follow up on corrective actions is critical.

Provide assistance in conducting PCP QA audits to ensure manufacturers are providing shipping packages to DOE sites that meet relevant QA requirements. Provide SME support to conduct up to four QA packaging audits at DOE sites, as directed by OPT. SME ability to perform assessments, contribute to written assessment reports, and follow up on corrective actions is critical.

Provide SME support for the American National Standards Institute (ANSI) N14 Standards Committee to develop and maintain ANSI approved standards for the packaging and transportation of radioactive material. Provide a packaging and transportation SME functioning as “N14 Secretary” and reporting to the N14 Standards Committee Chairman. SME activities may include: maintaining a balanced membership roster; ensuring proper initiation of new standards projects; circulating standards for ballot; ensuring proper handling of voting results and comment resolution; formal submission of approved standards to ANSI for final approval and publication; maintaining the N14 approved procedures and ensuring compliance with these procedures; assisting ANSI in N14 audits; and performing other activities required to maintain N14’s accredited status with ANSI.

Provide SME to OPT for transportation planning, outreach, and coordination with shipment corridor states; updating DOE OPT webpages, as directed; and in development of plans, procedures, and guidance documents for various activities within the Office, as directed.

The Motor Carrier Evaluation Program (MCEP) task includes supporting the revision and update of MCEP documents and MCEP administrative tasks, and, as requested, supporting inspections and evaluations of motor carriers transporting DOE/NNSA hazardous materials and hazardous wastes. Provide SME and administrative support to update the MCEP National and Local List of evaluated carriers and help manage Active and Inactive list of carriers; prepare twelve MCEP monthly reports in addition to four quarterly reports. Provides support in maintaining a database and in the analysis of MCEP commercial motor carrier safety performance using U.S. DOT Federal Motor Carrier Safety Administration, Safety Measurement System data. Develop a Cautionary Letter database; draft

Cautionary Letters; implement Cautionary Letter tracking, issue weekly status reports, provide corrective action follow-up via document reviews or on site visits; conduct weekly MCEP Calls, provide meeting minutes as needed, and manage an MCEP action list; conduct MCEP evaluations on new/non-MCEP listed motor carriers and MCEP re-evaluations every three years on MCEP listed motor carriers as prioritized by motor carrier negative safety performance trends, site shipping campaign schedule and equipment needs, and as directed by OPT; develop MCEP Management Plan training and provide MCEP Plan training. Conduct 5-10 in-person or virtual MCEP evaluations per year at various locations throughout the U.S. SME ability to perform assessments, contribute to written assessment reports, and follow up on corrective actions is critical.

Provide SME assistance in identifying existing training resources that can be used to meet the training requirements of 49 CFR 172; 49 CFR Part 173.1(b); and 49 CFR Part 177.800(c) and assist DOE field sites in obtaining quality training.

Travel Requirement: Yes

Security Requirement: No

Mod P00011 **C.3.33 CLIN 00033 – Technical Support Services for the Office of Budget, EM-5.111**

The Contractor shall provide technical, financial management, business analysis, systems, data management, and budget formulation/execution analyses for the DOE EM cleanup program to support the generation, execution, and management of the EM federal budget process. Support includes review of business requirements pertaining to generation and management of the EM annual budget request, design and testing of required system modifications to support EM budget and planning processes, development of financial reports in support of program financial health, subject matter expertise in all phases of the federal budget process, and serving as an owners representative of the EM system tools to relay, prioritize, and support system development on behalf of EM federal staff.

Work Description: Require expert technical assistance to include:

(a) Systems Owners Representative

(1) Support clients in determining priorities and schedules for development of enhancements and new development efforts on related support systems, including working with development teams to ensure client priorities and schedules are met.

(2) Provide guidance and oversight in testing and verification of systems modifications for budget and other related tools.

(3) Maintain lists of and report on existing/potential system issues to be resolved and potential enhancements.

(4) Provide training to federal staff on new system capabilities/functionality.

(b) Budget Formulation/Execution Analysis

(1) Review of annual uncosted balances and recommendations for corrective actions of balances.

(2) Annual spend plan reviews to track obligation of funds and costs in comparison with annual plans.

(3) Support the tracking and reporting of HQ managed program(s).

(4) Review and refinement of monthly financial reporting from the Standard Accounting and Reporting System (STARS).

(5) Support of other miscellaneous budget data reviews as needed.

(c) Technical support

(1) Technical guidance of EM systems requirement needs in enhancing existing corporate business tools, including the EM Financial Information System (EM-FIS), and Integrated Planning, Accountability, Budget System – Information System (IPABS-IS)

(2) Technical guidance of EM systems requirements in utilizing and enhancing corporate business tools to include EM's One Enterprise Management System (OEMS).

(3) Provide support in the areas of guidance development pertaining to, but not limited to, budget related data calls, annual reporting, and related data collection systems guidance.

(4) Independent validation and verification (IV&V) capabilities of EM corporate tools to support EM as they develop the next generation corporate business suite to meet on-going data collection and reporting requirements at Headquarters.

(5) Systems development support of key corporate business tools, including the EM-FIS, IPABS-IS and OEMS.

(d) Data Management

(1) Technical support in maintaining critical EM budget valid lists, including but not limited to the budget and reporting code project crosswalk, to ensure consistent and efficient reporting of financial information.

(e) Related Programmatic Support

(1) Liaison with field sites to collect and transmit critical budget analysis and issue resolution.

(2) Process documentation of budget related tasks to detail steps in performing various repeatable budget tasks.

(3) Preparation of reports, briefings, graphics, and other documents pertaining to EM financial health, and administrative support.

(f) Provide ad hoc support of special projects pertaining to EM-5.11 as requested. Special projects requested by Director, EM-5.11 not directly tied to financials.

Travel Requirement: Yes

Security Requirement: Yes

C.3.34 CLIN 00034 – Technical Support Services for the Office of Program Planning, EM-5.112

The Contractor shall provide technical, program management, and program planning support for the DOE EM cleanup program to develop an updated strategy document for communicating remaining cleanup strategies and costs. Support includes analysis to estimate the cost, schedule and technical viability of various cleanup alternatives and communication of potential impacts to a broad range of stakeholders through issuance of an updated strategic planning document.

Work Description: Required expert technical assistance/SME support includes:

(a) Cost & Technical Analysis

(1) Long-range data and program analysis/project reviews to support the development of improved life-cycle cost & schedule baselines at each site and identification of the range of budget/program alternatives and priorities to be considered in an updated EM strategic plan;

(2) Refinement/tailoring of EM analytical and cost modeling capabilities to quantitatively evaluate alternative cleanup in terms of optimizing risk reduction, minimizing cost, maximizing return on investment, and adjusting reported performance metrics as appropriate;

(3) Integration of the full suite of EM program cost profiles to inform and support the development of DOE-EM's Red-Blue planning data sets, as well as the environmental liability (cost) estimate, the associated auditing process, and development of the Agency Financial Report;

(4) Coordination with sites to collect and review program scope, cost, and schedule data;

(5) Refinement/tailoring of EM data visualization and reporting capability to facilitate communication of EM cleanup progress and alternatives;

(6) Cost studies and other analyses/evaluations related to alternative strategies to disposition of HLW, SNF, new waste forms and other wastes/materials;

(7) Integration, planning and analysis for contaminated excess DOE facility D&D activities;

(b) Related Programmatic Support

(1) Comprehensive planning and budgeting workshop support, including data development and meeting facilitation;

(2) Communications support (external and internal), including key document rollout briefings, newsletters, and related web posting, and development of communications strategies, guidance, and plans;

(3) Regulatory analysis support, including reviews of Congressional legislation and support for EM's responses to GAO, IG, and other audits;

(4) Data analysis and content development in support of internal and external stakeholder interactions, including support of international obligations;

(5) Preparation of briefings, documents, graphics, options papers and other documents, and administrative support.

Travel Requirement: Yes

Security Requirement: No

C.3.35 CLIN 00035 – Technical Support Services for the Office of Program Planning, EM-5.112, Federal Site Life-Cycle Estimates (FSLEs)

Technical Support Services to Office of Program Planning (EM-5.112) in support of the 2020 *EM Program Management Protocol,* DOE EM sites are developing FSLEs, which are reviewed by the HQ IPT.

Work Description: As required by the 2020 *EM Program Management Protocol,* DOE EM sites are developing FSLEs, which are reviewed by the HQ IPT, led by EM-5.11 and comprised of SMEs cutting across disciplines. The objective of this effort is to achieve a high-fidelity corporate dataset and conduct regular analyses in support of planning and budgeting. Attaining stability, reliability, and realism in the data set is key to enabling meaningful baseline and strategic alternatives analysis required by the Protocol. FSLE reviews are conducted in two phases. During Phase I of the FSLE reviews, the IPT will conduct desk-top reviews of the FSLE documentation submitted by each site. The IPT will assess the quality and compliance of the FSLE submittal using lines of inquiry (LOIs) informed by the Protocol; GAO leading practices for program and project management. The objective of the Phase I IPT Review is to establish confidence in the FSLE documentation to enable a recommendation for approval of the FSLE (initial FSLE scope/total life-cycle cost estimate [LCCE] and site mission end dates). To support this objective, the Phase I IPT Review will evaluate whether the FSLE and supporting bases (e.g., assumptions, strategies, schedule, cost estimates, and plans) appear to be technically sound, cost effective, and reasonable; are fully documented; and comply with the Protocol. Major elements of the review include site scope, cost, schedule, risk, acquisition, liability, program, strategy, and compliance**.** IPT members will rate the FSLE LOIs, and major elements, using the following ratings: (1) minimally met, (2) partially met, (3) substantially met, (4) met, or (5) not applicable. The results of the review will be summarized in a report for EM-1.

Travel Requirement: Yes

Security Requirement: No

C.3.36 CLIN 00036 – Technical Support Services for the Office of Workforce Management, EM-5.13

The Workforce Planning, Succession Planning and Competency Management initiative activities within the Office of Workforce Management (EM 5.13) are critical in providing direction focus in developing the necessary workforce and ensuring that the correct skills acquired are timely and available to accomplish EM's mission. EM workforce plans also provide direction and focus for EM managers in developing, implementing, and evaluating activities, which rationalize or reduce workforce costs, provide the necessary skills in a timely manner and advance our mission.

Work Description:

Provide workforce human resources (HR) technical and administrative support to the Office of Workforce Management (EM 5.13). Support may include the following:

(a) Provide HR assistance in the preparation of plans, documents, and briefing materials.

(b) Provide assistance, as needed, to address human capital assessments, reports, documentation, projects, and teams.

(c) Create briefing materials on Workforce Management human capital initiatives.

(d) Provide support to manage, track and report on federal on-boarding and off-boarding to include developing orientation/training program, handbooks, checklist, welcome emails or letters, and sponsor selection that detail EM's operations. In addition, create, administer, and track exit and stay surveys.

(e) Support transition of new hires regarding EM onboarding kits, EM employee manuals, EMNet SharePoint access.

(f) Ensure new hires receive technical assistance to set up their hardware; enter new employees into the Management Information Systems (MIS) System for new employees to receive email/electronic equipment.

(g) Gathering and filing all paperwork related to new hires, including agreements.

(h) Send initial payroll request on behalf of EM employees to set-up time account with office number/team account and time schedule.

(i) Create offboarding checklist/checkout forms, coordinate return of badges and government furnished equipment.

Travel Requirement: Yes

Security Requirement: No

C.3.37 CLIN 00037 – Technical Support Services for the Office of Project Management, EM-5.22

Technical Support Services Office of Project Management, EM-5.22, Project Management and SME Support for EM Project Peer Reviews (PPRs), Project Independent Budget Reviews (IBR), and Independent Project Reviews (IPR).

The Contractor shall provide Project Management and SME support to EM-5.22 to plan, conduct, report, track, and follow-up on Program and Project Peer Review activities, Project Assessments, Site Assist Visits, and other reviews/project support.

Work Description: The Contractor shall also provide Project Management and SME support and assistance to the EM Office of Project Management for the assessment of EM Program and Projects reviews during CD 0; 1; 2; 3; and 4. The following is a sample, but not an all-inclusive, list of activities the Contractor shall be supporting with technical and subject matter experts:

(a) Program Activities Peer Reviews and Assessments;

(b) Program Project Peer Reviews and Assessments;

(c) Review of document management systems;

(d) Planning, logistics, and participation activities;

(e) Acquisition Strategies Validation;

(f) Review participation (CPR, IPR, PPR, Assessments) as team members;

(g) Project management and assessment tools and strategies capabilities;

(h) CD tracking and assessment capabilities;

(i) Schedule analysis and working knowledge of the PREMAVERA schedule software;

(j) Financial analysis of funding and costing profiles;

(k) Regulatory requirements and potential project impacts;

(l) Preparation of subject matter Lines of Inquiry (LOI) for each review;

(m) Technical expertise in related project areas;

(n) Preparation of briefings, documents, graphics, options papers and other documents and administrative support;

(o) New Independent Review Project Reviews (IPR) may be added based on-site program requirements and readiness of the project for a CD;

(p) All contract support SMEs must have an understanding, knowledge, and experience using connect.gov or its predecessor max.gov. Support SMEs shall have an active connect.gov account. Connect.gov is the web-based platform EM-5.22 utilizes for sharing of review files/documents for the SME Review Team;

(q) All contract SMEs shall be familiar with the EM Project Critical Decision Assessment Tool (CDAT) website "https//www.energy.gov/em/articles/projectcontract-baseline-assessment-tools", when assigned to an Independent Review Project Review (IPR); and

(r) Project Review Administrative Support SME shall be added to the contract, Work Area-01 to support EM-5.22 for project review administrative support to include but not limited to: preparation of charge memos; management of review documentation; Connect.gov access and management; preparation of reports; preparation of Project Review Plans; preparation of project executive summary reports; preparation of Project Review Reports; prepare meeting agendas; coordination of review scheduling; and scheduling MS Teams video meetings.

(s) Extensive working knowledge and experience with the following DOE EM documents:

(1) DOE Order 413.3 "Program and Project Management for the Acquisition of Capital Assets";

(2) DOE EM Standard Operating Policies and Procedures (SOPP) SOPP #59 (Current Revision) "Environmental Management Project Per Review Process".

Travel Requirement: Yes

Security Requirement: No

C.3.38 CLIN 00038 – Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating

General Analysis Support of the IPT for the DOE Office of Environmental Management Consolidated Business Center (EMCBC) Office of Cost Estimating (OCE). As well as provide additional support to the

Office of Program Planning in integrating site information into an EM corporate level lifecycle cost and schedule to include a corporate risk management plan.

Purpose of work area is for the Contractor to provide support services to the DOE's EMCBC OCE. Specifically, the OCE is leading an IPT that is supporting all EM program sites to assist them with meeting the requirements of the EM Program Management Protocol (hereafter referred to as EMPMP).

Work Description: General Analysis Support of the IPT DOE EMCBC OCE. Provide general support to the IPT in overseeing implementation of the EMPMP requirements for EM Program Sites, along with support of the Office of Program Planning.

The Contractor shall provide advisory, consulting, review, and other related services to EMCBC and EM program sites for the purpose of providing expert advice for the implementation of the EMPMP. These services will include:

(a) Providing specific guidance and advice as needed to EM Sites as directed by the CBC for development of the FSLE.

(b) Communicating site questions regarding EMPMP compliance and implementation

(c) Performing analysis of EM program site's FSLE and accompanying Federal Integrated Site Baseline (10-year segment of work) as well as the estimates that make up the 'out-year' estimate beyond the FISB period. Provide advice for improving the FSLE.

(d) Provide advice and consulting services for proper methods and presentation of defensible and credible lifecycle estimates and Basis of Estimate Documentation.

(e) Provide review, analysis, and advice on development of performance work statements that accompany FSLE estimates and schedules.

(f) Provide review, analysis, and comment as requested for development, content, level of detail, and overall presentation of Integrated Master Schedules (IMS).

(g) Assist EMCBC with strategic communications as it relates to implementation of the EMPMP.

(h) Communicate issues related to implementation of the EMPMP to EMCBC and potential solutions.

(i) Review and provide feedback for EMPMP-related work products developed by EM-HQ.

(j) Support development of policies, processes, checklists, assessment tools as directed by CBC for site program planning and FSLE development and completion.

(k) General EMPMP support, as needed, for EM Programs at:

- Headquarters Office of Program Planning
- Los Alamos National Laboratory (EMLA)
- Lawrence Livermore National Laboratory (EMLL)
- Lawrence Berkeley National Laboratory (EMLB)
- Sandia National Lab EM-(Sandia)

- Energy Technology Engineering Center (ETEC)
- Moab Uranium Mill Tailings Remedial Action (Moab)
- Idaho National Laboratory (EMID)
- Oak Ridge (OREM)
- Knolls Atomic Power Lab (KAPL) and Kesselring (EMCBC-NY)
- Nevada Program Nevada National Security Site, (EMNV)
- Hanford Program (RL and ORP)
- Portsmouth Paducah Project Office (PPPO)
- Carlsbad Field Office (CBFO)

(l) The Contractor shall also need to provide support to the EM Office of Program Planning, EM-5.112:

(1) Assess site programmatic Risk Management Plans (RMPs)

(2) Develop corporate level RMP.

(3) Provide assistance with the development of corporate level FSLE.

(4) Integrate site information into an EM corporate level lifecycle costs and schedule to include a corporate risk management plan.

Travel Requirements: Yes

Security Requirements: No

C.3.39 CLIN 00039 – Technical Support Services for the EM Los Alamos (EM-LA) Field Office, Technology Support Services

This position is located with the EMLA Field Office, within the Office of Business Operations (OBO). The primary function of this position is to serve as an Information Technology SME, performing Information Technology/Cyber Security duties, aiding the Federal lead for conducting a comprehensive and continuous assessment of the management, operational, and technical security controls within or inherited by an enclave or system owners; and proper implementation and effectiveness of each security control, as well as, the assurance that those security controls, are achieving the desired outcome with respect to meeting the security requirements are also important.

Work Description:

Provide integrated project coordination with EM-LA IT Oversight Function and the EM-LA Cleanup Contractor in support of the overall EM-LA mission and IT operations through:

(a) Evaluation of the Cleanup Contractor’s IT Planning and Budget formulation;

(b) Evaluation the effectiveness of the Contractor’s implementation of their Information Systems for:

(1) Network design that supports mission and geographical considerations;

(2) Use of network appliances;

(3) Desktop configuration, business software and office automation to include, peripherals, printers, scanners, etc.;

(4) Server Configuration Management;

(5) Applications – use and evaluation of major application purchasing or development that support: Financial Systems, Project Management Systems, Security Monitoring and Protection Applications and Industrial Control Systems;

(c) Evaluation of the EM-LA IT Cleanup Contractor's project plans, policies, procedures, technical instructions (including wikis), and cyber security program documents and exhibits. Provide comments and evaluations of documentation as required;

(d) Evaluation of the Cleanup Contractor's requests for Authority to Operate and provide a review to the EM-LA Authorizing Official Designated Representative (AODR) and ISSM;

(e) Assist EM-LA Federal and Technical Assistance Contractor staff in the conduct of regular cyber security assessments and audits by means of; preparation of documents and exhibits, conduct of regular and ad-hoc internal reviews and checklists, attendance of team meetings, participation in work group activities, and preparing written or oral evaluations and recommendations of technical solutions to cyber security concerns;

(f) The Contractor shall review for quality, update, and submit for approval, Purchase Requests, Application Project Plans, Baseline Change Proposals, Test Plans, and other Cleanup Contractor document packages in accordance with EM-LA procedures. All Project Plans and changes be submitted to the EM-LA Director Office of Business Operations (OBO) or their designee, for approval prior to the commencement of work;

(g) Maintain an accurate accounting of support requests, person-hours expended and completed activities for all discreetly sponsored/funded projects;

(h) Assist EM-LA Federal staff in the preparation of responses to data calls, Freedom of Information Act (FOIA) requests and legal discovery requests;

(i) Establish, facilitate, and coordinate the EM-LA IT Steering IPT;

(j) Collaborate with programs, field sites, and the Cleanup Contractor in developing, promoting, and maintaining information security measures, to adequately and cost effectively protect sensitive information to meet DOE's current and future business needs;

(k) Ensure DOE-wide security enhancement initiatives (i.e., implementation of training programs, firewalls, network intrusion detection, incident response and reporting, dissemination of threat information, e-Authentication capabilities) are translated to the EM-LA Cleanup Contractor in a timely basis;

(l) Implement processes to ensure that cybersecurity weaknesses are identified, tracked, and resolved in accordance with EM-LA and DOE policy;

(m) Support the Government Change Control Boards (CCB's), in accordance with the CM plan;

(n) Track all IT and Cyber Security HQ data calls, deliverables, and responses;

(o) Confirm and prioritize project plans and deliverables with the EM-LA IT Oversight Function and the EM-LA Director Office of Business Operations or designee;

(p) Participate in business and technical information technology solution implementations, upgrades, enhancement, and conversions;

(q) Assist EM-LA IT Oversight Function with Cleanup Contractor's Baseline documentation tracking;

(r) Understand and utilize appropriate tools to analyze, identify, and resolve business and or technical problems;

(s) Apply metrics to monitor performance and measure key project criteria;

(t) Establish and maintain security, integrity, and business continuity controls and documents;

(u) Monitor Cleanup Contractor's IT budget and reports status, issues, and variances; and

(v) Support Internal and External audits, as required.

Travel Requirement: Yes

Security Requirement: Yes

Mod P00011

C.3.40 CLIN 00040 – Technical Support Services for EM Correspondence Control Center (EMCC)

The EMCC serves as the central hub of correspondence management for the Office of Environmental Management (EM) at the Department of Energy (DOE) Headquarters. All senior level internal and external correspondence processing is managed by the EMCC. It is a demanding, fast-paced, and stressful environment requiring attention to detail, a deep understanding of the processes used by EM and DOE in processing correspondence, and the ability to work directly and closely with EM Senior Leadership to facilitate the immediate turnaround of critical correspondence. The EMCC is a team environment, requiring the willingness and ability to multi-task, change activities and directions quickly, thrive in a fast-paced and very dynamic work-setting, think flexibly, and apply standards to solve problems.

The EMCC uses the EDOCS electronic correspondence management system (CMS) as a part of the EM program system-of-record to control, assign, route, and track all official correspondence from inception to completion, prior to export and storage as federal records. The EMCC also serves as the only program interface with the DOE Executive Secretariat (ES). The EMCC contractor team members, working under oversight of the EMCC Director, are responsible for responding to time sensitive, high-priority actions; managing the various necessary elements of the overall correspondence process, to include initiation in EDOCS of correspondence actions (received from EM Field Sites, external entities, or DOE ES); managing the internal and external concurrence process; electronic and physical (when necessary) package preparation and appropriate routing within EM; and the dispatch, closure, and storage/disposition of records in accordance with EM and DOE guidance.

Work Description: The contractor(s) shall assist the EMCC Director by performing the

following tasks associated with the EMCC:

1) Monitor and track correspondence actions received in the EMCC Mailboxes and in eDOCS.
2) Determine appropriate process (i.e., Action, Concurrence, Program Determination, Information) and accurately initiate/assign incoming correspondence actions in EDOCS to the appropriate program office based on subject matter (approximately 1300 correspondence actions per year).
3) Review correspondence and written communications based on Departmental and EM guidance to ensure that policy and procedural requirements have been followed, that contents adequately respond or provide direction to the addressee, and that the document is prepared in the style and tone preferred by ES and EM (e.g., meet quality standards for readability, logic, flow). [DOE ES Correspondence Guidance is provided in the documents library on the EMCBC Current Acquisition Website, as reference.]
4) Communicate with the appropriate EM program offices to ensure correspondence packages are coordinated and prepared using the appropriate memoranda format (e.g., action, information, meeting, and briefing).
5) Review draft correspondence and written communications and coordinate concurrences for EM signature.
6) Work with other DOE program offices and ES to obtain concurrences on EM actions (this involves hundreds of email and phone interactions per month).
7) Work with other DOE program offices to obtain EM concurrences on actions provided for review/approval by other DOE program offices.
8) Prepare electronic packages for EM Senior Leadership review of correspondence for approval (approximately 1300 correspondence actions per year); additionally, prepare physical package folders as requested.
9) Process and dispatch electronically/manually all outgoing EM Senior Management correspondence.
10) Closeout in eDOCS, completed actions in accordance with procedures.
11) Manage and process EM and ES correspondence utilizing the eDOCS correspondence management applications.
12) Routinely generate, monitor, and disseminate EMCC reports.
13) Review reports to ensure data is accurately captured. Work with customers of all levels, including senior management, by assisting end users with questions on both the business process and the correspondence management application.
14) Train users on the EM correspondence business process and the EDOCS system process, when requested by EMCC Director.
15) As directed by the EMCC Director, communicate EM Correspondence guidance and policy to include the following actions:
    a) Review and update EM Official Correspondence Guidance documents.
    b) Disseminate correspondence guidance information and documents to Senior Staff Officers (SSOs) and administrative support staff using email and the EMCC Page on the EM Portal Site.
    c) Review and update correspondence sample documents and reference data on EMCC Page on the EM Portal routinely for user's reference in preparing correspondence.
16) Review as requested by the EMCC Director, the EMCC roles, functions, and workflow processes and make recommendations for improvement in the effectiveness and efficiency of work operations.
17) Implement records management system requirements in EMCC, in accordance with EM and DOE requirements.

18) The Contractor Team Lead shall assist the EMCC Director as backup for the following activities when requested:
    a) Coordinate work in the EMCC.
    b) Interface with ES and the field sites as required on items assigned in EM.
    c) Establish priorities, review, and recommend approval of correspondence in accordance with established policy and procedures.
    d) Manage EMCC electronic mailbox.
19) Perform other EMCC "ad hoc" duties as assigned in support of the EM mission. These "ad hoc" duties (requests are minimal, generally less than 12 per month) may include (but are not limited to):
    a) Unscheduled audits of processed correspondence materials.
    b) Searches in support of inquiries from EM and DOE senior leadership. Searches in support of legal holds.
    c) Searches in support of FOIA requests.
20) Within 3 months of new employee arrival, the Contractor shall be required to meet, maintain, and/or complete the following EMCC Staff Performance Metrics in accordance with verbal guidance and/or written EMCC procedures:
    a) Accurate assignment of incoming correspondence actions.
    b) Process and dispatch correspondence packages for internal routing and signature.
    c) Process and dispatch final signed correspondence documents.
    d) Utilize the EDOCS system proficiently to facilitate EM actions.
    e) Manage EMCC electronic mailbox.
21) Within 5 months of new employee arrival, the Contractor shall be required to meet, maintain, and/or complete the following EMCC Staff Performance Metrics in accordance with verbal guidance and/or written EMCC procedures:
    a) Manage EDOCS inbox, when requested by Federal Oversight Lead.
    b) Process and dispatch correspondence packages for external concurrence.
    c) Determine and communicate external concurrence status to the appropriate parties [i.e., EMCC, Chief of Staff (COS), APDAS, ES, SSO, authors, reviewers, etc.].
    d) Utilize the eDOCS system proficiently to facilitate ES actions. Deliverables for this section shall comprise the following:
    e) Daily ES Open Items Report
    f) Daily ES Open Congressional Reports Report
    g) EM Correspondence Guidance and Policy Information
    h) EDOCS Action Status
    i) Correspondence Package Dispatch
    j) Final Signed Correspondence Document Dispatch
    k) Records Management Actions

Travel Requirement: No
Security Requirement: No

C.3.41 CLIN 00041 – OREM Training Support

The Contractor shall provide professional services to support OREM training program in carrying out training activities associated with planning, development, and implementation of the OREM oversight responsibilities.

Work Description: Provide assistance for OREM general training requirements to include:

(a) Development of a documented training procedures and plans appropriate for OREM needs and requirements;

(b) Monitor status of staff general training requirements;

(c) Assistance in tracking training for OREM;

(d) Assistance as requested to support OREM personnel in the application and implementation of new training systems as applicable such as Learning Nucleus;

(e) Performance of various general training-related evaluations, assessments, audits, surveillances, verification of issue closures, and other continuous improvement duties with respect to general federal training program;

(f) Assistance in the continuous improvement of training processes by evaluating current processes;

(g) Interfaces with outside organizations (e.g., Project Management Career Development Program, National Training Center, Union, and Prime Contractors) to ensure training topics are determined, scheduled, and delivered;

(h) Works with employees to schedule Project Management Career Development Program (PMCDP), National Training Center (NTC), Unions, and Prime Contractor Courses;

(i) Reminds employees of upcoming PMCDP, NTC, Union, and Prime Contractor Courses;

(j) Reminds employees to complete Learning Nucleus Training;

(k) Works with the Learning Nucleus SOS Team to resolve issues identified by OREM personnel;

(l) Manages and updates the employee training spreadsheet;

(m) Manages and updates individual training folders for OREM personnel on the OREM SharePoint site;

(n) Works with training requestors to develop, implement, and monitor new training courses;

(o) Identifies potential OREM staff development training and other career-related training;

(p) Revise/Disposition training documents/procedures;

(q) Performs as an OREM Training SME during QA and other program assessments both internal and external; and

(r) Attend OREM and other program meetings related to training activities.

Provide assistance for OREM Contractor training oversight (i.e., DOE Order 426.2, Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear)

(s) Assistance with oversight of Contractor performance in the areas of training compliance including Triennial Assessments;

(t) Preparation and review of DOE and Contractor training-related plans, procedures, and reports; data collection; data analysis and reporting; data and document configuration control

(u) Performance of various training evaluations, assessments, audits, surveillances, verification of issue closures, and other continuous improvement duties with respect to Contractor Field Performance

(v) Development and tracking of Contractor training metrics (i.e. POMCs).

Regulatory Compliance

The Contractor shall fully comply with all procedures, applicable laws, regulations, and DOE directives relating to training which include but are not limited to:

DOE Order 360.1, Federal Employee Training

DOE Order 361.1, Acquisition Career Management Program

DOE Order 243.1, Records Management Program

DOE Order 426.1, Department of Energy Federal Technical Capabilities

DOE Order 426.2, Personnel Selection, Training, Qualification, and Certification

Requirements for DOE Nuclear Facilities

DOE Guide 226.1-2, Federal Line Management Oversight of Department of Energy Nuclear Facilities

NTC-DP-280, eTQP Users Guide

DOE-STD-1063-2021, Facility Representatives

DOE-STD-1070-94, Criteria for Evaluation of Nuclear Facility Training Programs

In addition, fully comply with the Oak Ridge Environmental Procedures and Standards which implement the above Departmental Requirements, Guides and Standards.

Travel Requirement: No

Security Requirement: No

Mod P00015

C.3.42 CLIN 00042 – Data Analysis and Automation Support Services for DOE Environmental Management, Workforce Management Office (DOE EM-5.13)

EM's Workforce Management Office (EM-5.13) requires strategic and operational support in managing its data readiness and instilling knowledge management practices. Having access to decision support information is imperative to support the organization and administration's priorities. The Contractor shall provide custom data analysis, reporting, and related technical services for Data Analysis and Automation Support Services.

Work Description:

The Contractor shall utilize Human Resource (HR) data within DOEInfo that includes data trends, demographics, training, retirement (e.g., everything HR related) to develop dashboard(s) within Power Business Intelligence (BI) to perform the following:

<u>Data Analysis</u>

- The Contractor shall continue to collect, analyze, and develop reporting capabilities for EM, with a focus on automating data workflows and ensuring seamless system integration across workforce management platforms.

- The Contractor shall develop communications and training solutions for the HR strategic program and automation tools and dashboards.

- Develop a roadmap to evolve EM-5.13 from its current data maturity to an automated and integrated workforce management system, ensuring increased efficiency in reporting and analytics.

- Implement automation of data validation and quality assurance processes to improve accuracy and efficiency in data reporting and data calls.

- Develop, maintain, and enhance EM's HR tools, templates, and processes including Automated Org Charts, Staffing Dashboard, Workforce Analysis Dashboard, eStaffAct, Incentive Tracker, Awards Tracker, Hiring Actions Tracker, and Incentive and Awards Dashboard.

- EM requires Contractor support in the role of Training Specialist to support Human Resources (HR) functions. The Contractor will serve as a central coordinator for EM's HR Communications and Training projects, ensuring collaboration among various EM teams to support key HR initiatives. The Contractor should have experience developing training content for web-based portals. Responsibilities will include:

    - Providing a pleasant HR related training experience that caters to the workforce.
    - Recommending learner objectives to meet audience goals and designs suitable programs in different formats.
    - Evaluating and creating training plans based on audience needs.
    - Integrate Workday HR system into EMHR tools.

Knowledge Management

- Develop a comprehensive plan for documenting and disseminating institutional knowledge on integration of workforce management data, systems, and processes.
- Develop targeted training for EM Audiences based on data and reporting needs.
- Support data requests from EM-5.13 utilizing expertise and understanding of the EM organizations, processes, and systems and increased automation of data retrieval solutions.

Travel Requirement: No
Security Requirement: No

Mod P00015
Mod P00041

CLIN 00043- EM General Support

(a) Other Technical Services:

The Contractor shall provide other various technical services as needed for EM Program Offices, Field Sites and EMCBC.

(b) Outgoing Contract Transition:

At the completion of the Contract, or portion(s) of the Contract, the Contractor shall cooperate with the DOE and assist the incoming contractor(s) to facilitate an overall effective and seamless Contract transition.

(c) Closeout Work Activities:

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

(1) Identification of all contract deliverables submitted and accepted. The Contractor shall include date submitted, EM acceptance date (if applicable) and status of any remaining open deliverables;

(2) Status of all requirements (complete and incomplete) under this contract;

(3) Identification of all subcontracts along with status of each subcontract's settlement and final payment. The Contractor shall identify for each subcontract under this contract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;

(4) Status of activities performed in accordance with the Contractor's Records Management Close Out;

(5) Status of the final invoice and any incurred cost audit; and

(6) Status of the final Contractor Performance Assessment Reporting System (CPARS) report.

The Contract Closeout Plan shall be submitted in accordance with this PWS at least 60 days prior to the end of the contract period. Final payment may be withheld by EM until all of the necessary activities are completed by the Contractor. Upon completion of the contract, a final modification will be executed to officially close out the contract.

Travel Requirement: Yes

Security Requirement: Yes

C.4 Performance Measures

Performance Measures	Performance Expectations
(a) Accuracy	98% of the time deliverables and tasks shall not require rework or editing and information is factually correct.
(b) Timeliness	98% of the time, schedule, due dates, and task assignments are met.
(c) Cost Control	98% of the time the task assignment's actual cost is within +/- ten percent of the task plan's cost estimate.
(d) Customer Satisfaction	98% of the time feedback to EM is satisfactory or better based on random surveys.

Part I – The Schedule

Section D

Packaging and Marking

D.1 DOE-D-2001 Packaging and Marking (Oct 2014)

(a) Preservation, packaging and packing for shipment, and mailing of all work delivered hereunder shall be in accordance with good commercial practice 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 the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; 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, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract, as identified in Section G of the Contract, or if none, to the Contracting Officer.

D.2 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

Part I – The Schedule

Section E

Inspection and Acceptance

E.1 Clauses Incorporated by Reference – Section E

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 address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	FAR 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) *(Applies to CLIN 00001)*	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) *(Applies to Cost-Reimbursement CLINs)*	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) *(Applies to CLIN 00001)*	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) *(Applies to Cost-Reimbursement CLINs)*	
E.1.5	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement FAR = Federal Acquisition Regulation FFP = Firm-Fixed-Price			

E.2 DOE-E-2001 Inspection and Acceptance (Oct 2014)

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. 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.

E.3 U.S. Department of Energy Office of Environmental Management Quality Assurance Plan (QAP)

The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Plan (QAP). The Contractor's QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method.

The Contractor's QAP shall document the basis for the graded approach (as defined in DOE Order 414.lD) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

(1) Develop and submit, for DOE approval, a new QAP;

(2) Adopt the prior Contractor's DOE-approved QAP (if available); or

(3) Modify the prior Contractor's DOE-approved QAP (if available) and submit it for DOE approval.

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 CFR 830, other regulations affecting QA and DOE Order 414.lD.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

Part I – The Schedule

Section F

Deliveries or Performance

F.1 Clauses Incorporated by Reference – Section F

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 address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.242-15	Stop-Work Order (Aug 1989) (*Applies to FFP CLIN 00001*)	
F.1.2	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (*Applies to Cost-Reimbursement CLINs)*	
F.1.3	52.242-17	Government Delay of Work (Apr 1984) *Applies to FFP CLIN 00001*)	
FAR = Federal Acquisition Regulation FFP = Firm-Fixed-Price			

F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

Work under the contract will be performed either:

1) At the contractor's own facility(ies);
2) Remotely (via telework or similar), in accordance with DOE EM policy; or
3) At a DOE location.

DOE locations include, but are not limited to:

- DOE EM HQ buildings in Washington, DC and Germantown, MD
- EM Consolidated Business Center (EMCBC) - Ohio
- Argonne National Laboratory - Illinois
- Brookhaven National Laboratory (BNL) - New York
- Carlsbad Field Office- New Mexico
- Energy Technology Engineering Center (ETEC) - California
- Hanford Site - Washington
- Idaho Cleanup Project Office – Idaho/Colorado
- Los Alamos National Laboratory – New Mexico
- Nevada National Security Site - Nevada
- Oak Ridge Office - Tennessee
- Portsmouth/Paducah Project Office (PPPO) - Kentucky/Ohio
- Savannah River Operations Office - South Carolina
- EMCBC-NY Project Office - New York
- Stanford Linear Accelerator Center (SLAC) - California

- West Valley Demonstration Project Office - New York

Services may also be performed at any other facilities which are owned, leased, or otherwise under the control of the U.S. Department of Energy. The CO may grant specific authority to perform work at another location when it has been determined advantageous to the Government. The CO may require work to be performed at a DOE location when circumstances require it, such as when the services must be rendered inside a Sensitive Compartmented Information Facility (SCIF).

Some work may also require occasional travel to DOE field sites, conferences, training sessions, and briefings. Most such travel will be within the United States; rarely, international travel may be required.

F.3 Period of Performance Current through Mod P00043

(a) The Contract period of performance shall be five years from the effective date of this Contract. The effective date of this Contract is the first day of the Contract Transition period of performance.

Periods of Performance (POP) (5 years)		
Period	**Start**	**End**
CLIN 00001- Transition Period (estimated 90 days)	07/23/2025	10/21/2025
CLIN 00002	10/23/2025	10/22/2030
CLIN 00003	10/23/2025	10/22/2030
CLIN 00004	10/23/2025	10/22/2030
CLIN 00005	10/23/2025	10/22/2030
CLIN 00006	10/23/2025	10/22/2030
CLIN 00007	12/22/2025	10/22/2030
CLIN 00008	10/23/2025	10/22/2030
CLIN 00009	12/22/2025	10/22/2030
CLIN 00010	10/23/2025	10/22/2030
CLIN 00011	10/23/2025	10/22/2030
CLIN 00012	10/23/2025	10/22/2030
CLIN 00013	10/23/2025	10/22/2030
CLIN 00014	10/23/2025	10/22/2030

CLIN 00015	10/23/2025	10/22/2030
CLIN 00016	10/23/2025	10/22/2030
CLIN 00017	10/23/2025	10/22/2030
CLIN 00018	10/23/2025	10/22/2030
CLIN 00019	10/23/2025	10/22/2030
CLIN 00020	10/23/2025	10/22/2030
CLIN 00021	10/23/2025	10/22/2030
CLIN 00022	10/23/2025	10/22/2030
CLIN 00023	10/23/2025	10/22/2030
CLIN 00024	10/23/2025	10/22/2030
CLIN 00025	10/23/2025	10/22/2030
CLIN 00026	10/23/2025	10/22/2030
CLIN 00027	10/23/2025	10/22/2030
CLIN 00028	10/23/2025	10/22/2030
CLIN 00029	10/23/2025	10/22/2030
CLIN 00030	10/23/2025	10/22/2030
CLIN 00031	10/23/2025	10/22/2030
CLIN 00032	10/23/2025	10/22/2030
CLIN 00033	10/23/2025	10/22/2030
CLIN 00034	10/23/2025	10/22/2030
CLIN 00035	TBD	TBD
CLIN 00036	10/23/2025	10/22/2030
CLIN 00037	10/23/2025	10/22/2030
CLIN 00038	10/23/2025	10/22/2030
CLIN 00039	10/23/2025	10/22/2030
CLIN 00040	12/22/2025	10/22/2030
CLIN 00041	10/23/2025	10/22/2030
CLIN 00042	02/23/2026	10/22/2030
CLIN 00043	09/28/2026	10/22/2030

The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

F.4 DELIVERABLES

The Contractor shall provide deliverables in accordance with Section J, Attachment J-1 *Deliverables*.

F.5 HOURS OF OPERATION

(a) The DOE's normal hours of operation are Monday through Friday (except Federal Holidays) between the hours of 6:00 a.m. and 6:00 p.m. Some of the DOE Sites or specific support activities may require an alternate work schedule, and the Contractor may be asked to provide support outside of DOE's normal hours of operation. The Contractor shall provide support services on a schedule agreed to by the respective site office, the COR, and the Contractor's designated onsite supervisor.

(b) Hours worked in excess of 80 hours per 2-week period may be required during performance under this contract. Additional hours or days worked outside of the contract schedule require approval by the CO.

Part I – The Schedule

Section G

Contract Administration Data

Table of Contents

G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised).....3

G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014).....3

G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014).....3

G.4 DOE-G-2004 Contract Administration (Oct 2014).....3

G.5 DOE-G-2005 Billing Instructions (Apr 2020) (Revised) *(Applies to FFP CLINs)*.....5

G.6 DOE-G-2005 Billing Instructions – Alternate I (Apr 2020) (Revised) (Applies to Cost Reimbursement CLINs).....5

G.7 Invoice/Payment Procedures.....7

G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Nov 2021).....8

G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014).....8

G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)

The Contracting Officer is responsible for the administration of the contract. 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 contract:

(a) Assign additional work within the general scope of the contract.

(b) Issue a change in accordance with the clause entitled, *Changes*.

(c) Change the cost or price of the contract.

(d) Change any of the terms, conditions, specifications, or services required by the contract.

(e) Accept non-conforming work.

(f) Waive any requirement of the contract.

G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)

Pursuant to the clause at DEAR 952.242-70 entitled, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract, 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.

G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.

(b) The 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 contract.

G.4 DOE-G-2004 Contract Administration (Oct 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.

(b) 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 also be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), 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 contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.

(c) Information regarding correspondence addresses and contact information will be provided through official correspondence:

(1) Administrative Contracting Officer:

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Courtney Stallworth

(B) Telephone number: (513) 309-3222

(C) Address:

U.S. Department of Energy
550 Main Street, Room 7-010
Cincinnati, OH 45240

(D) Email address: courtney.stallworth@emcbc.doe.gov

(2) Administrative Contracting Officer (Alternate)

(A) U.S. Department of Energy
Office of Environmental Management
Attn: To be provided

(B) Telephone number: To be provided

(C) Address:

U.S. Department of Energy
550 Main Street, Room 7-010
Cincinnati, OH 45240

(D) Email address: To be provided

(3) Contracting Officer's Representative

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Kimberly Knopf

(B) Telephone number: (202) 281-5171

(C) Address:

U.S. Department of Energy
1000 Independence Avenue
Washington, D.C. 20585

(D) Email address: Kimberly.knopf@em.doe.gov

G.5 DOE-G-2005 Billing Instructions (Apr 2020) (Revised) ***(Applies to FFP CLINs)***

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. All invoices shall be supported by a billing schedule summarized by funding source.

(b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and 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 Contractor's voucher shall include a breakdown of the amount paid by the Government for contract performance to subcontractors. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting.

G.6 DOE-G-2005 Billing Instructions – Alternate I (Apr 2020) (Revised) (*Applies to Cost Reimbursement CLINs*)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1), including fee payments which shall be invoiced as the level of effort is completed. All invoices shall be supported by a billing schedule summarized by funding source.

(b) Contractors shall submit vouchers electronically through the DOE 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 and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.

(B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.

(E) The total fee billed, retainage amount, and available fee must be shown.

(F) If a Task Order is issued, the Statement of Cost must include a breakdown of costs for all respective task orders/subtasks and a summary for the total invoiced cost.

(G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.). The Contractor shall provide a separate invoice sheet by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.) by PWS element and funding type) for the specific PWS elements.

(H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.

(I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.

(J) A breakdown of the amount paid by the Government for contract performance to subcontractors. This information will be utilized to monitor compliance with FAR 52.219-14, *Limitations on Subcontracting*.

(K) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) 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, senior engineer, technician, 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.

(B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.

(D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.7 Invoice/Payment Procedures

(a) The Government will make interim payments to the Contractor by electronic funds transfer not later than 15 calendar days after receipt of an acceptable invoice from the Contractor.

(b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I.*

(c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I, *Prompt Payment* clause of this contract. The Government is not limited to fourteen calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Nov 2021)

(a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the Contract or Task Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training 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 respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Unique Entity ID (UEI; generated by SAM.gov), a single assessment will be prepared for the joint venture using its CAGE code and UEI number. If the joint venture does not have a unique CAGE code and UEI number, 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 Contract in accordance with other applicable clauses in this contract.

G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)

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

G.10 Invoice Preparation

The Contractor shall submit invoices that comply with the following:

(a) Each monthly invoice shall be submitted with a breakout by CLIN summarizing:

(1) Monthly Cost by labor category

(2) Monthly cost by travel

(b) Each monthly invoice shall be submitted with a breakout by CLIN summarizing:

(1) Total funding from award date to present;

(2) Total labor costs from award date to present;

(3) Total travel costs from award date to present; and

(4) Total remaining funding balance.

(c) Each monthly invoice shall be submitted with a breakout by CLIN identifying the lines of funding obligated.

Part I – The Schedule

Section H

Special Contract Requirements

H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)....4

CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES....4

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)....4

H.3 Definitions....4

H.4 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits....4

H.5 Workforce Transition and Benefits Transition: Plans and Timeframes....6

H.6 DOE-H-2028 Labor Relations (Oct 2014) (Revised)....7

H.7 Error! Bookmark not defined.

H.8 DOE-H-2049 Insurance Requirement (Oct 2014)....8

H.10 Overtime Control Reporting....8

BUSINESS SYSTEM CLAUSES....8

H.11 DOE-H-2022 Contractor Business Systems (Oct 2014) (Revised)....8

H.12 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)....12

H.13 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)....14

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS....17

H.16 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)....17

H.17 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)....17

H.18 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)....20

H.19 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (Jul 2018) 21

H.20 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)....22

H.21 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)....23

H.22 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)....24

H.23 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)....24

H.26 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)....25

H.27 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)....25

H.28 Employee Safety & Health....25

H.29 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised) 26

H.31 DOE-H-2061 Change Order Accounting (Oct 2014) 27

H.32 DOE-H-2063 Confidentiality of Information (Feb 2022) (Revised) 28

H.33 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014) 29

H.34 DOE-H-2068 Conference Management (Mar 2023) 30

H.36 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised) 31

H.37 DOE-H-2071 Department of Energy Directives (Oct 2014) 33

H.38 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014) 33

H.39 DOE-H-2075 Prohibition on Funding for Certain Nondisclosure Agreements (Oct 2014) 34

H.40 DOE-H-2076 Lobbying Restrictions (Nov 2018) 35

H.41 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018) 35

H.42 DOE-H-2083 Safety Culture (Feb 2022) 36

H.43 DOE-H-2089 Compliance with Federal Anti-Discrimination Laws (APR 2025) 37

OTHER CLAUSES 38

H.44 Parent Organization Support 38

H.45 Subcontractor Timekeeping Records Signature Requirement 39

H.46 Emergency Response 39

H.47 Department of Energy National Training Center 39

H.48 Personal Property Management 40

H.49 Information Technology and Cyber Security Requirements 40

H.50 Organizational Conflict of Interest – Affiliate(s) 48

H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

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

CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

H.3 Definitions

For purposes of clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; through H.7, *Workforce Restructuring;* the following definitions are applicable (unless otherwise specified):

(a) "Contract Award Date" means the date the contract is signed by the Contracting Officer (Contracting Officer), noted in Block 28 of the SF 33, *Solicitation, Offer and Award*.

(b) "Contract Transition Period" means the transition period as defined in Section C of this Contract.

(c) "Notice to Proceed (NTP)" means the authorization issued by the Contracting Officer for the Contractor to start incoming transition performance of this Contract.

(d) Contractor" means "the Offeror" as specified in Block 15A of Standard Form 33, Section A entitled "Solicitation, Offer and Award" of the contract.

(e) "Incumbent Contractor" means Catawba-TEA, LLC performing work under Contract No. 89303323DEM000087.

(f) "Incumbent Employees" means employees who are regular employees of the Incumbent Contractor(s) as of the effective date of the NTP.

(g) "Non-Incumbent Employees" means new hires, i.e. employees other than Incumbent Employees hired by the Contractor after the effective date of the NTP.

H.4 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits

Mod P00008

(a) Preference in Hiring. The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

(1) The Contractor shall provide, during the transition period, preferences in hiring for vacancies at the various sites noted in the PWS for non-exempt positions in accordance with applicable law as set forth below:

(i) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (A) and (B) in descending order of priority:

(A) A preference in hiring for vacancies in non-exempt positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the NTP.

(B) A preference in hiring for vacancies in non-exempt positions for Incumbent Employees not hired into a substantially equivalent position in (i) but who meet the qualifications for another position.

(i) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (v) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

(A)

(1) Service Credit.

The Contractor shall provide service credit for leave as set forth below:

(i) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in clause H.3, entitled *Definitions*, the Contractor shall carry over accrued leave balances and the length of service credit from Incumbent Contractors for purposes of determining rates of accruing leave for these employees unless otherwise required by applicable law and applicable collective bargaining agreement(s).

(ii) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s).

(iii) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(2) Allowable Salary for Key Personnel. Within 20 days after the effective date of the NTP, or as identified by the Contracting Officer, the Contractor shall submit EM Form 3220.5, Application for Contractor Compensation Approval, to the Contracting

Officer for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the Contracting Officer.

H.5 Workforce Transition and Benefits Transition: Plans and Timeframes

(a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* and Section I clause DEAR 952.226-74, *Displaced Employee Hiring Preference*.

(1) Within 5 days after the effective date of the NTP, the Contractor shall:

(i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the Incumbent Employees and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and clause H.6, *DOE-H-2028 Labor Relations*, and contact information for the above personnel.

(ii) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with clauses H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* during the transition period.

(iii) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees as defined in Clause H.3, *Definitions*.

(2) Within 10 days after the effective date of the NTP the Contractor shall submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, and with the requirements of clause H.6 *H-2028 Labor Relations*, as applicable.

(3) Within 15 days after the effective date of the NTP, the Contractor shall provide to the Contracting Officer a copy of the final Workforce Transition Plan described in paragraph (2) above.

(4) Within 15 days after the effective date of the NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(ii) above.

(5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by clause H.4 *Special Provisions applicable to Workforce Transition and Employee Compensation: Pay and Benefits* in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

(i) During the transition period, such reports shall be provided to the Contracting Officer on a weekly basis; or

(ii) On a less frequent basis, if requested by the Contracting Officer.

(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.

H.6 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations; to bargain collectively through their chosen labor representatives; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all these activities.

(b) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such collective bargaining agreements entered into during the Contract Period of Performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (b) in any subcontracts.

(c) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.8 DOE-H-2049 Insurance Requirement (Oct 2014)

(a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, 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, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.10 Overtime Control Reporting

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

(a) Compliance with provisions set forth in FAR 52.222-2;

(b) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and

(c) Overtime hours worked were in the best interest of the Government.

Summary Overtime Justification Reports will be used to assist the Contracting Officer in determining reasonableness and cost allowability. If the total overtime hours on a rolling 12-month average exceeds 10 percent, the Contractor shall submit to the Contracting Officer an Overtime Control Plan. The overtime percentage is to be calculated by dividing total overtime hours worked by total hours worked (i.e. the sum of overtime hours and straight time hours). This overtime premium will not be considered a Contracting Officer determination of overtime reasonableness or cost allowability.

BUSINESS SYSTEM CLAUSES

H.11 DOE-H-2022 Contractor Business Systems (Oct 2014) (Revised)

(a) Definitions. As used in this clause—

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

Contractor business systems means—

(1) Accounting system, if this contract includes the Section H clause Accounting System Administration; and

(2) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

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

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either—

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain—

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due on this contract shall not exceed—

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(iii) Performance-based payments to include fixed-price contracts.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(e) Correction of deficiencies.

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a

determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

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

H.12 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause—

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

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii)Risk of misallocations and mischarges are minimized; and

(iv)Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

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

(b) General. The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of

this clause no later than 120 days after contract award. Failure to maintain an acceptable accounting system, as defined in this clause, may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for—

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;

(9) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(10) Cost information, as required, to readily calculate indirect cost rates from the books of accounts;

(11) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(12) Adequate, reliable data for use in pricing follow-on acquisitions; and

(13) Accounting practices in accordance with standards promulgated by Generally Accepted Accounting Principles (GAAP).

(d) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 45 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

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

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

H.13 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause—

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

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

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

(b) General. The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 120 days after contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer.

(c) System criteria. The Contractor's purchasing system shall—

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR

Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with 48 CFR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;

(17) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

(18) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;

(19) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;

(20) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(21) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(22) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if-

(23) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(24) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

(1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 45 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response

time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) the adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

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

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

H.16 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-6. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

H.17 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-6 entitled, *Performance Guarantee Agreement.* The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official: [Offeror Fill-In]

Name: **Lauren Amos**

Position: **Responsible Manager**

Company/Organization:__ **Catawba Engineering and Environmental (CE&ES)**

Address: **996 Avenue of the Nations, Rock Hill, SC 29730**

Phone: [redacted]

Facsimile: [redacted]

Email: [redacted]

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

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

Corporate Board of Directors: [Offeror Fill-In]

Name: **Ronnie Beck**_____

Position: **CE&ES President**_____

Company/Organization: **CE&ES**_____

Address: **996 Avenue of the Nations, Rock Hill, South Carolina, 29730**_____

Phone: _____[redacted]_____

Facsimile: _____[redacted]_____

Email: _____[redacted]_____

Name: **Kimberly R. Wood**_____

Position: **Trinity Engineering Associates (TEA) President**_____

Company/Organization: **TEA**_____

Address: **25 West Fountain Ave., Cincinnati, Ohio 45246**_____

Phone: _____[redacted]_____

Facsimile: _____[redacted]_____

Email: _____[redacted]_____

Name: **Ray Wood**_____

Position: **Trinity Engineering Associates (TEA) Vice President**_____

Company/Organization: **TEA**_____

Address: **25 West Fountain Ave., Cincinnati, Ohio 45246**_____

Phone: _____[redacted]_____

Facsimile: _____[redacted]_____

Email: _____[redacted]_____

Name: **Ricardo Martinez**_____

Position: **Project Enhancement Corporation (PEC) President/CEO**___

Company/Organization: **PEC**_____

Address: **20300 Century Blvd, Suite 175, Germantown, Maryland 20874**_____

Phone: _____[redacted]_____

Facsimile: _____[redacted]_____

Email: _____[redacted]_____

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

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

H.18 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

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

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.2242 entitled, *Privacy Act.* The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, FAR 52.224-2 entitled, *Privacy Act*, and FAR 52.224-3 entitled, *Privacy Training* are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of records, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of records DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.19 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (Jul 2018)

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

(a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases, and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause FAR 52.227-14 *Rights in Data - General*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

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

H.20 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard

situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

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

H.21 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

(a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in

the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.

(d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.

(e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.22 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.23 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)

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

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities, and other performing entities under the Contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight, and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.26 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

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 contract 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 contract. 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.

H.27 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

The Contractor's Representations, Certifications, and Other Statements, dated **August 5, 2024** made in response to Solicitation No. 89303322REM000114 are hereby incorporated into the contract.

H.28 Employee Safety & Health

(a) The Contractor shall comply with all applicable safety and health requirements set forth in the EM Field Site Federal Employee Occupational Safety and Health (FEOSH) Program. In

performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with the Field Site approved FEOSH Program 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. When requested, the Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the EM Field Site Computerized Accident/Incident Reporting System (CAIRS) Technical Manager and the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self--assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and the requirements set forth of the EM Field Site FEOSH Program, the requirements of the EM Field Site FEOSH Program shall take precedence.

H.29 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(a) The following subcontractors have been determined to be Teaming Subcontractors:

[redacted]



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

In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of the contract, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer and will not be delegated. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer.

H.31 DOE-H-2061 Change Order Accounting (Oct 2014)

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

H.32 DOE-H-2063 Confidentiality of Information (Feb 2022) (Revised)

(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(d) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.

(e) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the

Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

(f) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.

(g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.33 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)

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

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.34 DOE-H-2068 Conference Management (Mar 2023)

The Contractor agrees that:

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

(b) For the purposes of this clause, “conference” is first defined by the Federal Travel Regulation (FTR) as “[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404.” Additionally, the Department’s conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.

(c) Contractor-sponsored conferences include those events that meet the Department’s expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

(d) Merely providing the contractor’s facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.

(e) The Contactor will provide information on conferences they plan to sponsor, when expected costs exceed $100,000 in net costs to the Department, in the Department’s Conference Management Tool (CMT), including:

(1) Conference title, description, and date

(2) Location and venue

(3) Description of any unusual expenses (e.g., promotional items)

(4) Description of contracting procedures used (e.g., competition for space/support)

(5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs

(6) Number of attendees

(f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the Contracting Officer and approved by the corresponding federal executive oversight entity.

(g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the Contractor will not expend funds on the proposed conference that exceeds $100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,

(1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

(2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.

(3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conferences in the DOE Conference Management Tool.

(h) For conferences sponsored by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.

(i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE'S Conference Management Tool.

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H.36 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

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

Table H-1. Key Personnel

Name	Position
[redacted]	Program Manager
[redacted]	Business Manager

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

(1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

(2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated

(3) Approval of changes to key personnel is at the unilateral discretion of the CO.

(4) The Key Personnel must have the ability to obtain and maintain a "Q" clearance level by the end of the Transition period.

(b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.

(2) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."

(c) Contract fee reductions for changes to Key Personnel.

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

(1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by $50,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.

(2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by $25,000 for each and every such occurrence. A change to a key person, other than the Program Manager, "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.

(3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such a written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the

unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

H.37 DOE-H-2071 Department of Energy Directives (Oct 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor’s compliance with these requirements.

H.38 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

(a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.245--1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.

(b) The Contractor shall ensure that its employees use and operate Government--owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the Contract.

(2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.

(3) Comply with Federal, state, and local laws and regulations for the operation of motor vehicles.

(4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.

(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.

(6) Use seat belts while operating or riding in a Government vehicle.

(7) Do not use tobacco products while operating or riding in a Government vehicle.

(8) Do not provide transportation to strangers or hitchhikers.

(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

(10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

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

H.39 DOE-H-2075 Prohibition on Funding for Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower

protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.40 DOE-H-2076 Lobbying Restrictions (Nov 2018)

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

H.41 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.42 DOE-H-2083 Safety Culture (Feb 2022)

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those values; promoting a safety conscious work environment in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

(1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

(2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.

(3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

(4) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(5) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, "Safety Culture Focus Areas and Associated Attributes."

(i) Leadership

(A) Demonstrated safety leadership

(B) Risk-informed, conservative decision making

(C) Management engagement and time in the field

(D) Staff recruitment, selection, retention, and development

(E) Open communication and fostering an environment free from retribution

(F) Clear expectation and accountability

(ii) Employee/Worker Engagement

(A) Personal commitment to everyone's safety

(B) Teamwork and mutual respect

(C) Participation in work planning and improvement

(D) Mindfulness of hazards and controls

(iii)Organizational Learning

(A) Credibility, trust, and reporting errors and problems

(B) Effective resolution of reported problems

(C) Performance monitoring through multiple means

(D) Use of operations experience

(E) Questioning attitude

H.43 DOE-H-2089 Compliance with Federal Anti-Discrimination Laws (APR 2025)

(a) Definition. As used in this clause—

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

(b) Compliance. The contractor shall comply with all applicable Federal anti-discrimination laws. These laws apply whether or not the company is a Government contractor. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

(c) Certification. By requesting payment under this award, the contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and including that violate any applicable Federal anti-discrimination laws.

OTHER CLAUSES

H.44 Parent Organization Support

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

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

(b) The Contractor may propose, or DOE may require, parent organization support to:

(1) Monitor safety and performance in the execution of Contract requirements;

(2) Ensure achievement of Contract environmental cleanup and closure commitments;

(3) Sustain excellence of Contract key personnel;

(4) Ensure effective internal processes and controls for disciplined Contract execution;

(5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and

(6) Provide other parent organization capabilities to facilitate Contract performance.

(c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.

(d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:

(1) The end of the Contract Transition Period; or

(2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

Any subsequent POSP shall be submitted at least 60 days prior to the start of each year of Contract performance.

H.45 Subcontractor Timekeeping Records Signature Requirement

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

H.46 Emergency Response

(a) The DOE Office of Environmental Management (EM) Manager or Contractor shall determine when an emergency situation may exist at **Environmental Management (EM) sites** and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

H.47 Department of Energy National Training Center

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at https://ntc.doe.gov.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated

Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

H.48 Personal Property Management

The Contractor shall establish a personal property management program in accordance with Section I clause FAR 52.245-1 *Government Property*. The program shall include written policies and procedures that enable sound property management practices and property lifecycle outcomes in compliance with 41 CFR 102 *Federal Management Regulation* and 41 CFR 109 *Department of Energy Property Management Regulations*. The Contractor shall:

- Identify government personal property through tagging or marking at the point of receipt;
- Create and maintain property records that correspond with tagged items in a property database capable of generating reports;
- Conduct physical inventories of property by DOE-approved methodology and schedule;
- Promptly report government property losses, damage, destruction, or suspected theft to DOE;
- Facilitate property movements through DOE-approved loans or transfers to or from other entities;
- Ensure required maintenance and repairs of equipment is performed and documented in a centralized computerized maintenance management system;
- Promptly identify and declare to DOE when property is excess to the needs of the Contractor and performance of this Contract; and
- Manage excess and surplus property beginning with reutilization screening through the disposition process until completion and retirement from the property system.

In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control, and disposition of high-risk property in accordance with 41 CFR 109.53.

High-risk property is property, which the loss, destruction, damage to, or the unintended or premature transfer of high-risk property items could pose risks to the public, the environment, national security or nuclear non-proliferation objectives of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, and chemically or radioactively contaminated, hazardous, and specially designed or prepared property, including property on the militarily critical technologies list. As such, high-risk property must be controlled, and disposed of in other than the routine manner.

H.49 Information Technology and Cyber Security Requirements

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

(1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
(2) 10 CFR 1004 et seq., Freedom of Information Act
(3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
(4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):
(1) 5 USC 552a et seq., Privacy Act
(2) 6 USC 1 et seq., Homeland Security Organization
(3) 6 USC 6 et seq., Cybersecurity
(4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
(5) 17 USC 1 § 101 et seq., Subject Matter and Scope of Copyright, Definitions
(6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
(7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
(8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access
(9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
(10) 31 USC § 501 et seq., Office of Management and Budget
(11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
(12) 40 USC Subtitle III et seq., Information Technology Management
(13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
(14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
(15) 44 USC 21 et seq., National Archives and Records Administration
(16) 44 USC 29 et seq., Records Management by the Archivist of the United States
(17) 44 USC 31 et seq., Records Management by Federal Agencies
(18) 44 USC 33 et seq., Disposal of Records
(19) 44 USC 35 et seq., Coordination of Federal Information Policy
(20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:
(1) Executive Order 14117, Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern
(2) Executive Order 14110, Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence
(3) Executive Order 14105, Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern
(4) Executive Order 14093, Prohibition on Use by the United States Government of Commercial Spyware That Poses Risks to National Security

(5) Executive Order 14058, Transforming Federal Customer Experience and Service Delivery To Rebuild Trust in Government
(6) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries
(7) Executive Order 14028, Improving the Nation's Cybersecurity
(8) Executive Order 13984, Taking Additional Steps to Address the National Emergency with Respect to Significant Malicious Cyber-Enabled Activities
(9) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
(10) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
(11) Executive Order 13870, America's Cybersecurity Workforce
(12) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
(13) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
(14) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
(15) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
(16) Executive Order 13702, Creating a National Strategic Computing Initiative
(17) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
(18) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
(19) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
(20) Executive Order 13589, Promoting Efficient Spending
(21) Executive Order 13587, Structural Reforms to Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
(22) Executive Order 13556, Controlled Unclassified Information
(23) Executive Order 13526, Classified National Security Information
(24) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuance of Certain Federal Advisory Committees; Executive Order 13385, Continuance of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuance Of Certain Federal Advisory Committees
(25) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuance of Certain Federal Advisory Committees
(26) Executive Order 13103, Computer Software Piracy
(27) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information

(d) Office of Management and Budget (OMB) Circulars/Memoranda:

(1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
(2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
(3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
(4) OMB Memorandum M-24-10 Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence
(5) OMB Memorandum M-24-08, Strengthening Digital Accessibility and the Management of Section 508 of the Rehabilitation Act (digital)
(6) OMB Memorandum M-24-04, Fiscal Year 2024 Guidance on Federal Information Security and Privacy Management Requirements
(7) OMB Memorandum M-23-22, Delivering a Digital-First Public Experience
(8) OMB Memorandum M-23-18, Administration Cybersecurity Priorities for the FY 2025 Budget
(9) OMB Memorandum M-23-16, Update to Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices
(10) OMB Memorandum M-23-13, “No TikTok on Government Devices” Implementation Guidance
(11) OMB Memorandum M-23-10, The Registration and Use of .gov Domains in the Federal Government
(12) OMB Memorandum M-23-07, Update to Transition to Electronic Records
(13) OMB Memorandum M-23-02, Migrating to Post-Quantum Cryptography
(14) OMB Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices
(15) OMB Memorandum M-22-16, Administration Cybersecurity Priorities for the FY 2024 Budget
(16) OMB Memorandum M-22-09, Moving the U.S. Government Toward Zero Trust Cybersecurity Principles
(17) OMB Memorandum M-22-01, Improving Detection of Cybersecurity Vulnerabilities and Incidents on Federal Government Systems through Endpoint Detection and Response
(18) OMB Memorandum M-21-31, Improving the Federal Government’s Investigative and Remediation Capabilities Related to Cybersecurity Incidents
(19) OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures
(20) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes
(21) OMB Memorandum M-21-07 Completing the Transition to Internet Protocol Version 6 (IPv6)
(22) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
(23) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)

(24) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
(25) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
(26) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
(27) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
(28) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
(29) OMB Memorandum M-19-21, Transition of Electronic Records
(30) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
(31) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
(32) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
(33) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government
(34) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
(35) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
(36) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
(37) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
(38) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements for Reporting and Assuring Data Reliability
(39) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
(40) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
(41) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
(42) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
(43) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
(44) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
(45) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
(46) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government

(47) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
(48) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
(49) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
(50) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
(51) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
(52) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
(53) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)
(54) OMB Memorandum M-12-10, Implementing PortfolioStat
(55) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
(56) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
(57) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
(58) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
(59) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
(60) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
(61) OMB Memorandum M-10-06, Open Government Directive
(62) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
(63) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
(64) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
(65) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
(66) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
(67) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President's Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
(68) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM)

Qualification Guidance
(69) OMB Memorandum M-04-16, Software Acquisition
(70) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources
(71) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President's 24 E-Gov Initiatives
(72) OMB Memorandum M-04-04, E-Authentication Guidance
(73) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
(74) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
(75) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
(76) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
(77) OMB Memorandum M-02-15, Revision of OMB Circular A-16
(78) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
(79) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
(80) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
(81) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
(82) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
(83) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
(84) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
(85) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
(86) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"
(87) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
(88) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
(89) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
(90) OMB Memorandum M-97-09, Interagency Support for Information Technology
(91) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
(92) OMB Memorandum M-97-02, Funding Information Systems Investments

(93) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996

(e) Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency (CISA) Emergency and Binding Operational Directives
(1) DHS CISA ED 24-02: Mitigating the Significant Risk from Nation-State Compromise of Microsoft Corporate Email System
(2) DHS CISA Supplemental Direction V2: ED 24-01, Mitigate Ivanti Connect Secure and Ivanti Policy Secure Vulnerabilities
(3) DHS CISA Supplemental Direction V1: ED 24-01, Mitigate Ivanti Connect Secure and Ivanti Policy Secure Vulnerabilities
(4) DHS CISA ED 24-01, Mitigate Ivanti Connect Secure and Ivanti Policy Secure Vulnerabilities
(5) DHS CISA ED 22-03, Mitigate VMWare Vulnerabilities
(6) DHS CISA ED 21-04, Mitigate Windows Print Spooler Service Vulnerability
(7) DHS CISA ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
(8) DHS CISA ED 21-02, Mitigate Microsoft Exchange On-Premises Product Vulnerabilities
(9) DHS CISA ED 21-01, Mitigate SolarWinds Orion Code Compromise
(10) DHS CISA ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
(11) DHS CISA ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
(12) DHS CISA ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
(13) DHS CISA ED 19-01, Mitigate DNS Infrastructure Tampering
(14) DHS CISA BOD 23-02, Mitigating the Risk from Internet-Exposed Management Interfaces
(15) DHS CISA BOD 23-01, Improving Asset Visibility and Vulnerability Detection on Federal Networks
(16) DHS CISA BOD 22-01, Reducing the Significant Risk of Known Exploited Vulnerabilities
(17) DHS CISA BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
(18) DHS CISA BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
(19) DHS CISA BOD 18-02, Securing High Value Assets
(20) DHS CISA BOD 18-01, Enhance Email and Web Security
(21) DHS CISA BOD 17-01, Removal of Kaspersky branded Products
(22) DHS CISA BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
(23) DHS CISA BOD 16-02, Threat to Network Infrastructure Devices

(f) Secretarial Memoranda

(1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
(2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
(3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
(4) EXEC-2016-003721, Information Technology Management Reforms
(5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements

(g) Office of Environmental Management (EM) Requirements
(1) DOE Enterprise Cybersecurity Program Plan v1.1
(2) EM Cybersecurity Program Plan

H.50 Organizational Conflict of Interest – Affiliate(s)

The prime contractor, **Catawba TEAPEC, LLC** comprised of **Catawba Engineering & Environmental Services, LLC (CE&ES), Trinity Engineering Associates, Inc. (TEA), and Project Enhancement Corporations (PEC)**, is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

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

Part II – Contract Clauses

Section I

Contract Clauses

Table of Contents

I.1FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998) 3

I.2FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020) 3

I.25FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) 9

I.62FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014) 10

I.72FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008) 11

I.128FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006) 11

I.157DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23) 11

I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract 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:

https://www.acquisition.gov/?q=browsefar

http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General Hotline Poster
I.13	52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)	
I.14	52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
I.15	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-14	Service Contract Reporting Requirements (Oct 2016)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
I.25	52.204-27	Prohibition on a ByteDance Covered Application (June 2023)	
I.26	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025)	
I.27	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.28	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.29	52.210-1	Market Research (Nov 2021)	
I.30	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.31	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Jun 2020)	
I.33	52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications (Jun 2020)	
I.34	52.215-14	Integrity of Unit Prices (Nov 2021) – Alt I (Oct 1997)	
I.35	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.36	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997	
I.37	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.38	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.39	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Nov 2021) –Alt III (Oct 1997)	(c) **email**, as requested by the Contracting Officer.
I.40	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.41	52.216-7	Allowable Cost and Payment (Aug 2018), as modified by DEAR 952.216-7 (*Applies to CR CLINs only*)	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.42	52.216-8	Fixed Fee (Jun 2011) (*Applies to CR CLINs with fixed fee only*)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.43	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the contract, as applicable
I.44	52.219-8	Utilization of Small Business Concerns (Jan 2025)	
I.45	52.219-14	Limitations on Subcontracting (Oct 2022)	(f) (1) By the end of the base term of the contract and then by the end of each subsequent option period
I.46	52.219-28	Post-Award Small Business Program Re-representation (Jan 2025)	(h) [Contractor Fill-In, post-award, as applicable]
I.47	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.48	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) $0
I.49	52.222-3	Convict Labor (Jun 2003)	
I.50	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.51	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2025)	
I.52	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
I.53	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.54	52.222-26	Equal Opportunity (Sep 2016)	
I.55	52.222-35	Equal Opportunity for Veterans (Jun 2020)	
I.56	52.222-36	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.57	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.58	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.59	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.60	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.61	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) (Aug 2018)	
I.62	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.63	52.222-50	Combating Trafficking in Persons (Nov 2021)	
I.64	52.222-54	Employment Eligibility Verification (Jan 2025)	
I.65	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
I.66	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
I.67	52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.68	52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
I.69	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.70	52.223-10	Waste Reduction Program (May 2024)	
I.71	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.72	52.224-1	Privacy Act Notification (Apr 1984)	
I.73	52.224-2	Privacy Act (Apr 1984)	
I.74	52.224-3	Privacy Training (Jan 2017)	
I.75	52.225-1	Buy American – Supplies (Oct 2022)	
I.76	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
I.77	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.78	52.227-1	Authorization and Consent (Jun 2020)	
I.79	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.80	52.227-3	Patent Indemnity (Apr 1984)	
I.81	52.227-14	Rights in Data – General (May 2014) – Alt II (Dec 2007), Alt III (Dec 2007), and Alt V (Dec 2007) (as modified by DEAR 927.409)	
I.82	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	**All pages**
I.83	52.229-3	Federal, State, and Local Taxes (Feb 2013) *(Applies to FFP Transition CLIN)*	
I.84	52.232-1	Payments (Apr 1984) *(Applies to FFP Transition CLIN)*	
I.85	52.232-8	Discounts for Prompt Payment (Feb 2002) *(Applies to FFP Transition CLIN)*	
I.86	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.87	52.232-11	Extras (Apr 1984) *(Applies to FFP Transition CLIN)*	
I.88	52.232-17	Interest (May 2014)	
I.89	52.232-18	Availability of Funds (Apr 1984)	
I.90	52.232-22	Limitation of Funds (Apr 1984)	
I.91	52.232-23	Assignment of Claims (May 2014)	
I.92	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) *(Alternate I applies to CR CLINs)*	
I.93	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.94	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.95	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
I.96	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.97	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985) (Alternate I applies to CR CLINS)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.98	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.99	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.100	52.237-3	Continuity of Services (Jan 1991)	
I.101	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.102	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.103	52.242-3	Penalties for Unallowable Costs (Dec 2022)	
I.104	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.105	52.242-13	Bankruptcy (Jul 1995)	
I.106	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
I.107	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt II (Apr 1984)	
I.108	52.243-6	Change Order Accounting (Apr 1984)	
I.109	52.243-7	Notification of Changes (Jan 2017)	
I.110	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2020) (Alternate I applies to CR CLINS)	(d) The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) [Contracting Officer Fill-In during transition]
I.111	52.244-5	Competition in Subcontracting (Aug 2024)	
I.112	52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2025)	
I.113	52.245-1	Government Property (Sep 2021)	
I.114	52.245-9	Use and Charges (Apr 2012)	
I.115	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.116	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. 89303325CEM000140; the Contract Administration Office specified in Section G
I.117	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	(c)Contracting Officer identified in Section G
I.118	52.248-1	Value Engineering (Jun 2020)	(m) 89303325CEM000140
I.119	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP CLIN only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.120	52.249-6	Termination (Cost-Reimbursement) (May 2004) (Applies to CR CLIN only)	
I.121	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP CLIN only)	
I.122	52.249-14	Excusable Delays (Apr 1984) (Applies to CR CLIN only)	
I.123	52.251-1	Government Supply Sources (Apr 2012)	
I.124	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.125	52.253-1	Computer Generated Forms (Jan 1991)	
I.126	952.202-1	Definitions (Feb 2011)	
I.127	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.128	952.204-2	Security Requirements (Dec 2024)	
I.129	952.204-70	Classification/Declassification (Dec 2024)	
I.130	952.204-75	Public Affairs (Dec 2000)	
I.131	952.204-77	Computer Security (Aug 2006)	
I.132	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.133	952.208-70	Printing (Apr 1984)	
I.134	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) one (1)
I.135	952.215-70	Key Personnel (Dec 2024)	
I.136	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.137	952.217-70	Acquisition of Real Property (Mar 2011)	
I.138	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.139	952.223-78	Sustainable Acquisition Program (Dec 2024)	
I.140	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.141	952.226-74	Displaced Employee Hiring Preference (Dec 2024)	
I.142	952.231-71	Insurance-Litigation and Claims (Dec 2024)	
I.143	952.242-70	Technical Direction (Dec 2000)	
I.144	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.145	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	

Acronyms:
CR = cost reimbursement
DEAR = U.S. Department of Energy Acquisition Regulation
DOE = U.S. Department of Energy
EPA = U.S. Environmental Protection Agency
FAR = Federal Acquisition Regulation
FFP = firm fixed price
HUBZone = Historically Underutilized Business Zone
PRB = post-retirement benefit
TBD = to be determined

This contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

I.25 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.62 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-7 for Wage Determinations applicable to this Contract).

For Washington District of Columbia:

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Administrative Assistant II	GS-7	$26.80
Administrative Services Manager	GS-8	$29.68
Environmental Technician I	GS-7	$26.80
Environmental Technician II	GS-8	$29.68
Environmental Technician III	GS-9	$32.78
Project Support Specialist	GS-11	$39.66
Risk Analyst I	GS-9	$32.78

SCA Fringe Rate: (June 2023)

$4.57 (EO 13706 applies)

$4.98 (EO 13706 does not apply)

I.72 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated- Products (May 2008)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall:

(1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.128 FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:

[Contracting Officer identified in Section G]

I.157 DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health--related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney--client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all

reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved- Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

Mod P00029 **I.158. 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS. (DEVIATION APR 2026)**

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

Part III - List of Documents, Exhibits, and Other Attachments

Section J - List of Attachments

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Section J-1 Deliverables
J-2	Section J-2 Requirements Sources and Implementing Documents
J-3	Section J-3 Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act [SCA])
J-4	Section J-4 Contract Security Classification Specification Form
J-5	Section J-5 Notice of Non-Disclosure Form
J-6	Section J-6 Performance Guarantee Agreement

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-1:

DELIVERABLES

The table below summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted.

Deliverables are considered contract endpoints, work scope completions, products, reports, or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- Approval – The Contractor shall provide the deliverable to DOE for review and approval. The Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. If necessary, the Contractor shall revise the deliverable to incorporate mandatory comments and resubmit for DOE approval. Once DOE approves a deliverable or document, the Contractor shall place it under change control with changes requiring DOE approval. It is not intended that editorial changes or corrections that do not alter commitments would require new DOE approval.

- Information – The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. The Contractor shall respond in writing to all written comments.

The list of Deliverables may not include all required deliverables identified in other applicable sections of the Contract, DOE directives, federal regulations, or regulatory documents. However, the deliverables listed below are applicable to the entire Contract. The Contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the Contract.
The Contractor shall provide all deliverables to DOE in searchable electronic format (e.g., PDF) in addition to hardcopy. Letters shall be provided to DOE in an editable electronic format (e.g., Microsoft Word). Deliverables shall be provided in editable electronic format when specified or requested. For reoccurring deliverables (e.g., quarterly, semi-annual), the subject line shall incorporate the year/quarter/month of the deliverable as applicable.

Deliverable due dates which coincide with non-working days or recognized Holidays shall be due by the close of business on the last regular business day prior to the due date identified. Deliverables that have been rejected or returned by DOE shall be resubmitted to DOE within ten calendar days of notification of rejected or returned deliverable.

General Deliverables

#	Description	Reference	Frequency*	DOE Contact	DOE Action
1.	Non-Disclosure Agreements	Section C	As Required	CO	Information
2.	Monthly Status Report	Section C	Monthly at time of Section G, Invoice submittal	CO/COR	Information
3.	Recommendations/Lessons learned	Section C	As requested or in support of the PWS	COR	Information
4.	Transition Plan	Section C	Within 5 days of issuance of Notice to Proceed unless otherwise specified	CO/COR	Approval
5.	Subcontract Consent Packages	Section C	Within 30 days of issuance of Notice to Proceed	CO	Approval
6.	Field Operations Deliverables by CLIN	Section C	As Required	As Directed	Information or Approval as Directed
7.	Regulatory and Policy Affairs Deliverables by CLIN	Section C	As Required	As Directed	Information or Approval as Directed
8.	Corporate Services Deliverables by CLIN	Section C	As Required	As Directed	Information or Approval as Directed
9.	Other Technical Services	Section C	As Required	As Directed	Information or Approval as Directed
10.	Corrective Action Plans	As required by the CO/COR	As Required; within 30 days of date of request	CO/COR as directed	Approval
11.	Organizational Conflict of Interest Management Plan	Section H DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)	Within 15 days of issuance of initial Notice to Proceed and updated periodically as appropriate	CO	Approval

#	Description	Reference	Frequency*	DOE Contact	DOE Action
12.	Releases of Information	Section H DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)	At least 14 days prior to the planned issue date	CO	Approval
13.	Submit completed badging and clearance renewal documentation	Section C	Within 60 days of badge expiration or contract renewal date	COR	Information
14.	Quality Assurance Plan (QAP)	Section E.3 U.S. Department of Energy Office of Environmental Management Quality Assurance Plan (QAP)	Within 90 days of contract effective date	COR	Approval
15.	Economic bargaining parameters for which DOE reimburses costs	Section H DOE-H-2028 Labor Relations (Oct 2014) (Revised)	Prior to and during Collective Bargaining Negotiations		Approve
16.	Collective bargaining proposals that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE	Section H DOE-H-2028 Labor Relations (Oct 2014) (Revised)	During Collective Bargaining Negotiations prior to agreement to any such proposal		Approve
17.	Arbitration decisions issued by an arbitrator	Section H DOE-H-2028 Labor Relations (Oct 2014) (Revised)	Provide within one week of receipt of the decision		Information
18.	Provide "Report of Settlement" after ratification of a collective bargaining agreement (inputting the information into the Labor Relations module of DOE's iBenefits reporting system or successor program)	Section H DOE-H-2028 Labor Relations (Oct 2014) (Revised)	During performance under this contract.		Information

#	Description	Reference	Frequency*	DOE Contact	DOE Action
19.	Semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances	Section H DOE-H-2028 Labor Relations (Oct 2014) (Revised)	June 30 and December 31, of each year		Information
20.	Workforce Restructuring Plans	Section H Workforce Restructuring (Feb 2019) (Revised)	Consult with Contracting Officer or designee for timeframe to submit		Approve
21.	Annual Report on Actual and Projected Workforce Reductions	Section H Workforce Restructuring (Feb 2019) (Revised)	Annually, by March 15		Information
22.	Information and reports as required by DOE related to workforce restructuring activities	Section H Workforce Restructuring (Feb 2019) (Revised)	During performance under this contract.		Information
23.	Pay-in-lieu of notice beyond two work-weeks request to the Contracting Officer as part of the Workforce Restructuring notification or request for approval for all workforce reductions (voluntary and involuntary).	Section H Workforce Restructuring (Feb 2019) (Revised)	During performance under this contract.		Information
24.	Will respond to CO requests regarding Specific Involuntary Separation Plan requests for additional information.	Section H Workforce Restructuring (Feb 2019) (Revised)	Within three business days		Information
25.	Prepare and submit information as requested by the Contracting Officer regarding planned furloughs	Section H Workforce Restructuring (Feb 2019) (Revised)	60 days in advance of the first communication planned to be given to employees and the public.		Approve
26.	Contractor Employee Compensation Plan	Section H Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits	Within 90 days of contract effective date.	CO	Approval

#	Description	Reference	Frequency*	DOE Contact	DOE Action
27.	Annual Contractor Salary-Wage Increase Expenditure Report	Section H Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefit	Annually, by July 1st	CO	Information
28.	A list of the top five most highly compensated executives	Section H Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefit	Annually, by March 1st	CO	Information
29.	EM Form 3220.5, Application for Contractor Compensation Approval	Section H Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefit	Within 20 days after the effective date of the Notice to Proceed.	CO	Approval
30.	list of Contractor personnel who will be responsible for transitioning the Incumbent Employees and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and clause H.6, *DOE-H-2028 Labor Relation*	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 5 days after the effective date of the Notice to Proceed.	CO	Information
31.	Description of any and all transition agreements that it intends to enter into with the Incumbent Contractor	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 5 days after the effective date of the Notice to Proceed.	CO	Information
32.	Draft Workforce Transition Plan	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 10 days after the effective date of the Notice to Proceed.	CO	Information

#	Description	Reference	Frequency*	DOE Contact	DOE Action
33.	Final Workforce Transition Plan	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 15 days after the effective date of the Notice to Proceed.	CO	Information
34.	Copies of the final transition agreements	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 15 days after the effective date of the Notice to Proceed.	CO	Information
35.	Reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by clause H.4 *Special Provisions applicable to Workforce Transition and Employee Compensation: Pay and Benefits*	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Weekly, during transition period only	CO	Information
36.	Benefits Transition Plan	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	Within 15 days after the effective date of the Notice to Proceed.	CO	Information
37.	Documents relating to benefit plans offered to Contractor employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	After the transition period, but at the request of the CO	CO	Information
38.	Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefit*	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	After the transition period, but at the request of the CO	CO	Information

#	Description	Reference	Frequency*	DOE Contact	DOE Action
39.	Contractor shall provide timely data responses to Departmental annual and ad hoc data requests	Section H Workforce Transition and Benefits Transition: Plans and Timeframes	After the transition period, but within 1 day of the request of the CO	CO	Information
40.	Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action	Section H Workforce Restructuring (Revised) (February 2019)	At least 60 days in advance of the first communication planned to be given to the employees and public.	CO	Approval
41.	Any other Specific Plans	Section H Workforce Restructuring (Revised) (February 2019)	30 business days in advance of the first communication planned to be given to the employees and public	CO	Approval
42.	Copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period	Section H Workforce Restructuring (Revised) (February 2019)	Prior to notification of employees selected for involuntary separation.	CO and DOE or NNSA site counsel	Information
43.	Copies of all insurance policies or insurance arrangements	Section H DOE-H-2073 Risk Management and Insurance Programs	No later than 30 days after the purchase date	CO	Information
44.	Plan experience reports for each type of insurance (e.g., automobile and general liability)	Section H DOE-H-2073 Risk Management and Insurance Programs	Annually, by July 1st	CO	Information
45.	Report of insurance costs and/or self-insurance charges.	Section H DOE-H-2073 Risk Management and Insurance Programs	Annually, by July 1st	CO	Information
46.	Additional claim financial experience data	Section H DOE-H-2073 Risk Management and Insurance Programs	At CO Request	CO	Information
47.	Any change in program direction including Successor Contractor or Insurance Policy Cancellation	Section H DOE-H-2073 Risk Management and Insurance Programs	Prior to Cancellation	CO	Approval
48.	Ensure insurance coverage replacement is maintained	Section H DOE-H-2073 Risk Management and Insurance Programs	Ongoing, at CO request	CO	Approval
49.	Summary Overtime Justification Report of the overtime hours worked	Section H Overtime Control Reporting	Six (6) months after the NTP and annually thereafter, no later than November 30 of each year	CO	Information

#	Description	Reference	Frequency*	DOE Contact	DOE Action
50.	A quarterly report using appropriate corporate metrics for DOE review including risk-informed and credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract	Section H DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)	Quarterly	CO	Information
51.	Accounting System criteria documentation per DOE-H-2025	Section H DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)	No later than 120 days after contract award; updates and notifications thereafter	CO	Approval
52.	Contractor Purchasing System criteria documentation per DOE-H-2026	Section H DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)	No later than 120 days after contract award; updates and notifications thereafter	CO	Approval
53.	The potential impact of the Contractor's compliance with the revised list of DOE directives	Section H DOE-H-2071 Department of Energy Directives (Oct 2014)	Within 30 days of Notice to Proceed	CO	Information
54.	The award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707	Section H DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)	In advance of, but not later than 30 days prior to award of a covered subcontract	CO	Information
55.	Annual Parent Organization Support Plan (POSP)	Section H Parent Organization Support	At least 30 days prior to the end of the Contract Transition Period; or the commencement date of parent organization support	CO	Approval
56.	Any subsequent POSP	Section H Parent Organization Support	At least 60 days prior to the start of each year of Contract performance	CO	Approval

* "days" refers to calendar days.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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ATTACHMENT J-2
REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS:

LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A)

The federal, state, and local regulations found in the contract constitute List A, Applicable Federal, State, and Local Regulations, referenced in the Section H clause Laws, Regulations, and DOE Directives. Omission of any applicable law or regulation from the contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this contract.

LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The DOE directives listed in the table below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

Directive/Requirement No.	Directive Title
Classification Bulletin GEN-16 Revision 2	"No Comment" Policy on Classified Information in the Public Domain
DOE P 140.1	Natural Resource Damage Assessment Cooperation and Integration
DOE O 140.1	Interface with the Defense Nuclear Facilities Safety Board
DOE P 141.1	Department of Energy Management of Cultural Resources
DOE O 142.2A, Admin Change 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3B, Change 1 (LtdChg)	Unclassified Foreign National Access Program
DOE O 144.1, Admin Change 1	Department of Energy American Indian Tribal Government Interactions and Policy
DOE O 150.1C	Continuity Programs
DOE O 151.1D, Change 1 (MinChg)	Comprehensive Emergency Management System
DOE O 153.1B	Departmental Nuclear Emergency Support Team Capabilities
DOE O 200.1A, Change 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 206.1A	Department of Energy Privacy Program
DOE O 206.2, Change 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

Directive/Requirement No.	Directive Title
DOE O 225.1B	Accident Investigations
DOE O 226.1B, Change 1 (Admin Chg)	Implementation of DOE Oversight Policy
DOE G 226.1-2A	Federal Line Management Oversight of Department of Energy Nuclear Facilities
DOE O 241.1B, Change 1 (Admin Chg)	Scientific and Technical Information Management
DOE O 243.1D	Records Management Program
DOE O 252.1A, Admin Change 1	Technical Standards Program
DOE O 350.3, Change 1	Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2, Admin Change 1	Management of Nuclear Materials
DOE O 411.2	Scientific Integrity
DOE G 413.3C	Risk Management Guide
DOE G 414.1F	Safety Software Guide for Use with 10 CFR 830, Subpart A, Quality Assurance Requirements, and DOE O 414.1C, Quality Assurance
DOE O 414.1D, Change 2 (LtdChg)	Quality Assurance
DOE O 415.1, Change 2	Information Technology Project Management
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE G 430.1-2	Implementation Guide for Surveillance and Maintenance during Facility Transition and Disposition
DOE G 430.1-3	Deactivation Implementation Guide
DOE G 430.1-4	Decommissioning Implementation Guide
DOE G 430.1-5	Transition Implementation Guide
DOE O 435.1, Change 2 (AdminChg)	Radioactive Waste Management
DOE M 435.1-1, Change 3 (LtdChg)	Radioactive Waste Management Manual
DOE G 441.1-1C, Change 1 (AdminChg)	Radiation Protection Programs Guide for Use with Title 10, Code of Federal Regulations, Part 835, Occupational Radiation Protection
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE P 444.1	Preventing and Responding to all Forms of Violence in the Workplace
DOE P 450.4A Change 1 (MinChg)	Integrated Safety Management Policy
DOE G 450.4-1C	Integrated Safety Management Guide
DOE P 451.1	National Environmental Policy Act Compliance Program
DOE O 452.4C	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE P 470.1B	Safeguards and Security Program
DOE O 470.3C	Design Basis Threat (DBT) Order

Directive/Requirement No.	Directive Title
DOE O 470.4B, Change 3 (LtdChg)	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6, Change 1 (MinChg)	Technical Security Program
DOE O 471.5	Special Access Programs
DOE O 472.2A	Personnel Security
DOE O 474.2A, Change 1 (AdminChg)	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence
DOE-STD-1073-2016	Configuration Management Program
DOE-STD-3007-2007	Preparing Criticality Safety Evaluations at Department of Energy Nonreactor Nuclear Facilities
DOE-STD-3009-2014	Preparation of Nonreactor Nuclear Facility Documented Safety Analysis

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4281
Revision No.: 33
Date Of Last Revision: 04/25/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.83
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.41
01020 - Administrative Assistant		39.97
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		17.59***
01042 - Customer Service Representative II		19.19
01043 - Customer Service Representative III		21.54
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		25.71
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07
01111 - General Clerk I		20.12
01112 - General Clerk II		21.96
01113 - General Clerk III		24.65
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		22.01
01191 - Order Clerk I		20.25
01192 - Order Clerk II		22.10
01261 - Personnel Assistant (Employment) I		22.42
01262 - Personnel Assistant (Employment) II		25.08
01263 - Personnel Assistant (Employment) III		27.95
01270 - Production Control Clerk		28.45
01290 - Rental Clerk		21.83
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86
01313 - Secretary III		26.61
01320 - Service Order Dispatcher		22.98
01410 - Supply Technician		39.97
01420 - Survey Worker		22.94
01460 - Switchboard Operator/Receptionist		19.12
01531 - Travel Clerk I		22.65
01532 - Travel Clerk II		24.70
01533 - Travel Clerk III		26.66
01611 - Word Processor I		18.97
01612 - Word Processor II		21.29
01613 - Word Processor III		23.81
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.21
05010 - Automotive Electrician		28.76
05040 - Automotive Glass Installer		27.09
05070 - Automotive Worker		27.09
05110 - Mobile Equipment Servicer		23.30
05130 - Motor Equipment Metal Mechanic		30.28

05160 - Motor Equipment Metal Worker	27.09
05190 - Motor Vehicle Mechanic	30.28
05220 - Motor Vehicle Mechanic Helper	21.32
05250 - Motor Vehicle Upholstery Worker	25.28
05280 - Motor Vehicle Wrecker	27.09
05310 - Painter, Automotive	28.76
05340 - Radiator Repair Specialist	27.09
05370 - Tire Repairer	21.12
05400 - Transmission Repair Specialist	30.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.87
07041 - Cook I	20.40
07042 - Cook II	23.72
07070 - Dishwasher	17.70***
07130 - Food Service Worker	17.41***
07210 - Meat Cutter	22.13
07260 - Waiter/Waitress	18.48
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.23
09040 - Furniture Handler	15.47***
09080 - Furniture Refinisher	24.81
09090 - Furniture Refinisher Helper	18.38
09110 - Furniture Repairer, Minor	21.80
09130 - Upholsterer	21.85
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.68***
11060 - Elevator Operator	17.84
11090 - Gardener	25.16
11122 - Housekeeping Aide	17.84
11150 - Janitor	17.84
11210 - Laborer, Grounds Maintenance	19.16
11240 - Maid or Houseman	17.70***
11260 - Pruner	18.28
11270 - Tractor Operator	23.02
11330 - Trail Maintenance Worker	19.16
11360 - Window Cleaner	18.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	31.01
12012 - Certified Occupational Therapist Assistant	40.02
12015 - Certified Physical Therapist Assistant	36.67
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	52.41
12030 - EKG Technician	45.58
12035 - Electroneurodiagnostic Technologist	45.58
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	27.72
12072 - Licensed Practical Nurse II	31.01
12073 - Licensed Practical Nurse III	34.57

12100 - Medical Assistant	22.48
12130 - Medical Laboratory Technician	34.27
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	49.45
12221 - Nursing Assistant I	15.11***
12222 - Nursing Assistant II	17.01***
12223 - Nursing Assistant III	18.56
12224 - Nursing Assistant IV	20.83
12235 - Optical Dispenser	28.14
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.90
12280 - Phlebotomist	23.72
12305 - Radiologic Technologist	41.51
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	38.42
12320 - Substance Abuse Treatment Counselor	30.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	25.90
13042 - Illustrator II	32.08
13043 - Illustrator III	39.23
13047 - Librarian	43.76
13050 - Library Aide/Clerk	21.22
13054 - Library Information Technology Systems Administrator	39.51
13058 - Library Technician	24.49
13061 - Media Specialist I	28.52
13062 - Media Specialist II	31.90
13063 - Media Specialist III	35.55
13071 - Photographer I	24.22
13072 - Photographer II	27.09
13073 - Photographer III	33.55
13074 - Photographer IV	41.04
13075 - Photographer V	49.65
13090 - Technical Order Library Clerk	26.65
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48
14043 - Computer Operator III	33.99

14044 - Computer Operator IV		37.76
14045 - Computer Operator V		41.82
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		27.25
14160 - Personal Computer Support Technician		37.76
14170 - System Support Specialist		41.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		41.82
15020 - Aircrew Training Devices Instructor (Rated)		50.59
15030 - Air Crew Training Devices Instructor (Pilot)		60.66
15050 - Computer Based Training Specialist / Instructor		41.82
15060 - Educational Technologist		48.91
15070 - Flight Instructor (Pilot)		60.66
15080 - Graphic Artist		39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		60.66
15086 - Maintenance Test Pilot, Rotary Wing		60.66
15088 - Non-Maintenance Test/Co-Pilot		60.66
15090 - Technical Instructor		32.56
15095 - Technical Instructor/Course Developer		39.83
15110 - Test Proctor		26.28
15120 - Tutor		26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.03
16030 - Counter Attendant		20.03
16040 - Dry Cleaner		22.90
16070 - Finisher, Flatwork, Machine		20.03
16090 - Presser, Hand		20.03
16110 - Presser, Machine, Drycleaning		20.03
16130 - Presser, Machine, Shirts		20.03
16160 - Presser, Machine, Wearing Apparel, Laundry		20.03
16190 - Sewing Machine Operator		23.86
16220 - Tailor		24.82
16250 - Washer, Machine		20.99
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.46
19040 - Tool And Die Maker		38.21
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		24.07
21030 - Material Coordinator		28.45
21040 - Material Expediter		28.45
21050 - Material Handling Laborer		19.81
21071 - Order Filler		18.01
21080 - Production Line Worker (Food Processing)		24.07

21110 - Shipping Packer	21.99
21130 - Shipping/Receiving Clerk	21.99
21140 - Store Worker I	19.08
21150 - Stock Clerk	22.91
21210 - Tools And Parts Attendant	24.07
21410 - Warehouse Specialist	24.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	46.69
23019 - Aircraft Logs and Records Technician	37.02
23021 - Aircraft Mechanic I	44.33
23022 - Aircraft Mechanic II	46.69
23023 - Aircraft Mechanic III	48.97
23040 - Aircraft Mechanic Helper	31.21
23050 - Aircraft, Painter	42.10
23060 - Aircraft Servicer	37.02
23070 - Aircraft Survival Flight Equipment Technician	42.10
23080 - Aircraft Worker	39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	44.33
23110 - Appliance Mechanic	27.81
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	43.10
23130 - Carpenter, Maintenance	28.58
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	36.28
23181 - Electronics Technician Maintenance I	35.18
23182 - Electronics Technician Maintenance II	37.35
23183 - Electronics Technician Maintenance III	39.32
23260 - Fabric Worker	29.06
23290 - Fire Alarm System Mechanic	31.36
23310 - Fire Extinguisher Repairer	26.78
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	26.68
23380 - Ground Support Equipment Mechanic	44.33
23381 - Ground Support Equipment Servicer	37.02
23382 - Ground Support Equipment Worker	39.66
23391 - Gunsmith I	26.78
23392 - Gunsmith II	31.14
23393 - Gunsmith III	34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	36.51
23430 - Heavy Equipment Mechanic	34.05
23440 - Heavy Equipment Operator	29.25
23460 - Instrument Mechanic	37.03

23465 - Laboratory/Shelter Mechanic	33.05
23470 - Laborer	19.81
23510 - Locksmith	35.47
23530 - Machinery Maintenance Mechanic	33.73
23550 - Machinist, Maintenance	34.32
23580 - Maintenance Trades Helper	20.27
23591 - Metrology Technician I	37.03
23592 - Metrology Technician II	39.00
23593 - Metrology Technician III	40.91
23640 - Millwright	29.89
23710 - Office Appliance Repairer	24.28
23760 - Painter, Maintenance	24.00
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	34.80
23850 - Rigger	34.16
23870 - Scale Mechanic	31.14
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	24.40
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	45.15
23960 - Welder, Combination, Maintenance	28.87
23965 - Well Driller	32.07
23970 - Woodcraft Worker	34.80
23980 - Woodworker	26.78
24000 - Personal Needs Occupations	
24550 - Case Manager	23.07
24570 - Child Care Attendant	17.20***
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	17.91
24620 - Family Readiness And Support Services Coordinator	23.07
24630 - Homemaker	23.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.88
25040 - Sewage Plant Operator	32.51
25070 - Stationary Engineer	42.88
25190 - Ventilation Equipment Tender	30.19
25210 - Water Treatment Plant Operator	32.51
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.26
27007 - Baggage Inspector	20.31
27008 - Corrections Officer	33.19
27010 - Court Security Officer	32.91
27030 - Detection Dog Handler	22.72
27040 - Detention Officer	33.19
27070 - Firefighter	32.62
27101 - Guard I	20.31

27102 - Guard II	22.72
27131 - Police Officer I	36.09
27132 - Police Officer II	40.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.74
28042 - Carnival Equipment Repairer	23.76
28043 - Carnival Worker	17.22***
28210 - Gate Attendant/Gate Tender	21.78
28310 - Lifeguard	16.92***
28350 - Park Attendant (Aide)	24.36
28510 - Recreation Aide/Health Facility Attendant	17.78
28515 - Recreation Specialist	30.17
28630 - Sports Official	19.40
28690 - Swimming Pool Operator	27.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.81
29020 - Hatch Tender	35.81
29030 - Line Handler	35.81
29041 - Stevedore I	33.42
29042 - Stevedore II	38.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.35
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.04
30021 - Archeological Technician I	24.14
30022 - Archeological Technician II	27.00
30023 - Archeological Technician III	33.44
30030 - Cartographic Technician	33.44
30040 - Civil Engineering Technician	41.58
30051 - Cryogenic Technician I	37.04
30052 - Cryogenic Technician II	40.90
30061 - Drafter/CAD Operator I	24.14
30062 - Drafter/CAD Operator II	27.00
30063 - Drafter/CAD Operator III	30.09
30064 - Drafter/CAD Operator IV	37.04
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	33.44
30210 - Laboratory Technician	29.01
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	42.36
30361 - Paralegal/Legal Assistant I	25.58
30362 - Paralegal/Legal Assistant II	31.69

30363 - Paralegal/Legal Assistant III		38.77
30364 - Paralegal/Legal Assistant IV		46.90
30375 - Petroleum Supply Specialist		40.90
30390 - Photo-Optics Technician		33.44
30395 - Radiation Control Technician		40.90
30461 - Technical Writer I		31.78
30462 - Technical Writer II		38.87
30463 - Technical Writer III		47.03
30491 - Unexploded Ordnance (UXO) Technician I		33.50
30492 - Unexploded Ordnance (UXO) Technician II		40.54
30493 - Unexploded Ordnance (UXO) Technician III		48.59
30494 - Unexploded (UXO) Safety Escort		33.50
30495 - Unexploded (UXO) Sweep Personnel		33.50
30501 - Weather Forecaster I		37.04
30502 - Weather Forecaster II		45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.09
30621 - Weather Observer, Senior	(see 2)	33.44
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.54
31020 - Bus Aide		20.16
31030 - Bus Driver		28.94
31043 - Driver Courier		21.14
31260 - Parking and Lot Attendant		17.17***
31290 - Shuttle Bus Driver		21.06
31310 - Taxi Driver		17.71***
31361 - Truckdriver, Light		23.10
31362 - Truckdriver, Medium		25.07
31363 - Truckdriver, Heavy		28.39
31364 - Truckdriver, Tractor-Trailer		28.39
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.76
99030 - Cashier		16.73***
99050 - Desk Clerk		17.76
99095 - Embalmer		34.10
99130 - Flight Follower		33.50
99251 - Laboratory Animal Caretaker I		20.32
99252 - Laboratory Animal Caretaker II		22.20
99260 - Marketing Analyst		40.69
99310 - Mortician		34.10
99410 - Pest Controller		21.91
99510 - Photofinishing Worker		22.57
99710 - Recycling Laborer		23.14
99711 - Recycling Specialist		28.16
99730 - Refuse Collector		22.08
99810 - Sales Clerk		17.18***
99820 - School Crossing Guard		20.44
99830 - Survey Party Chief		31.00
99831 - Surveying Aide		19.26

99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.68***
99841 - Vending Machine Repairer	22.47
99842 - Vending Machine Repairer Helper	17.68***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.36 per hour, up to 40 hours per week, or $214.40 per week or $929.07 per month

HEALTH & WELFARE EO 13706: $4.93 per hour, up to 40 hours per week, or $197.20 per week, or $854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is

utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-4: CONTRACT SECURITY CLASSIFICATION SPECIFICATION FORM

(Contractor to sign DOE F 470.1 at award)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-5: Mod P00009

Nondisclosure Agreement

I, _____, am working on Contract No. 89303325CEM000140 for the US Department of Energy.

In performance on or in support of Contract No. 89303325CEM000140], I certify that I shall not disclose any Government or DOE or contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. § 423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Contract No. 89303325CEM000140].

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. § 423.

Print Name	**Signature**
Date	**Organization**

Part III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

Attachment J-6: Performance Guarantee Agreement

11. PERFORMANCE GUARANTEE AGREEMENT

11.1 CE&ES

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract TBD for the **EM Consolidated Technical Support Services Contract** dated TBD, by and between the Government and Catawba Environmental and Engineering Services, LLC (Contractor), the undersigned, Ronnie Beck (Guarantor), a Limited Liability Company incorporated in the State of South Carolina with its principal place of business 996 Avenue of the Nations, Rock Hill, SC 29730 hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain

any judgment against Contractor before enforcing this Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

Date

Catawba Environmental and Engineering Services
Name of Corporation

Ronnie Beck, Catawba Environmental and Engineering Services President
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Ronnie Beck
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal



11.2 TEA

Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract 89303322REM000114 for the **EM Consolidated Technical Support Services Contract** dated 7/26/2024 by and between the Government and Catawba TEAPEC, LLC(Contractor), the undersigned, Trinity Engineering Associates, Inc (TEA), minority partner in Catawba TEAPEA, LLC (Guarantor), a corporation incorporated in the State of Ohio with its principal place of business 25 W. Fountain Ave., Cincinnati, Ohio 45246, hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or

instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

June 26, 2024
Date

Trinity Engineering Associates, Inc.
Name of Corporation

Kimberly R. Wood, President
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Kimberly R. Wood
Attestation Including Application of Seal by an Official of Guarantor
Authorized to Affix Corporate Seal -**No Corporate Seal**

State of **Ohio** County of **Hamilton**

This instrument was acknowledged before me this **26th** day of **June**(month), **2024** (year), by **Kimberly R. Wood**, (name of officer or agent) **President** (title) of **Trinity Engineering Associates, Inc.** (name of Entity).

___ Personally Known

✓ Produced Identification

Type of ID and Number on ID: **OH Driver License #RU271514**

STACIE THOMAS, NOTARY PUBLIC
COMM. EXP. FEBRUARY 27, 2028
STATE OF OHIO

S Thomas
Signature of Notary

Stacie Thomas
Name of Notary
(Typed, Stamped or Printed)

Notary Public, State of Ohio

11.3 PEC

Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract _89303322REM000114_ for the **EM Consolidated Technical Support Services Contract** dated _07/01/2025_, by and between the Government and _Catawba-TEAPEC_ (Contractor), the undersigned, _Project Enhancement Corporation_ (Guarantor), a corporation incorporated in the State of _Maryland_ with its principal place of business _20300 Century Blvd, Germantown, MD 20874_ hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first

commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

7/8/2024
Date

Project Enhancement Corporation
Name of Corporation

Ricardo Martinez, President & Chief Executive Officer
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal