

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 89303322DEM000067			3. SOLICITATION NUMBER 89303319REM000047		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/18/2020	
6. REQUISITION/PURCHASE NUMBER 22EM000133								
7. 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			8. ADDRESS OFFER TO (If other than Item 7) See Section L.10 (c)					

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

SOLICITATION

9. Sealed offers in original and See Section L.10 (c) 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 1600 ET local time 02/16/2021
(Hour) (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 LeAnn M. Brock	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS leann.brock@emcbc.doe.gov
		AREA CODE 513	NUMBER 246-0563	EXT.	

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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 270 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 offers and related documents numbered and dated):	AMENDMENT NO.		DATE	AMENDMENT NO.	DATE
	1		01/15/2021		
	2		01/29/2021		

15A. NAME AND ADDRESS OF OFFEROR	CODE 8QJ69	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) James A. Blankenhorn Chair, Board of Managers
United Cleanup Oak Ridge LLC 20501 Seneca Meadows Parkway Suite 300 Germantown, MD 20876 DUNS 117669042			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 02/16/2021
AREA CODE 803	NUMBER 502-9627		

AWARD (To be completed by government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) LeAnn M. Brock	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	28. AWARD DATE 10/26/2021

NAME OF OFFEROR OR CONTRACTOR
UNITED CLEANUP OAK RIDGE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	DUNS Number: 117669042 Delivery: 1 Days After Award Delivery Location Code: 00522 Oak Ridge Office U.S. Department of Energy Oak Ridge Office 230 Warehouse Road Oak Ridge TN 37830 US Payment: Accounting Info: 01250-2022-30-471999-25499-1111564-0001121-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 30 Report Entity: 471999 Object Class: 25499 Program: 1111564 Project: 0001121 WFO: 0000000 Local Use: 0000000 Oak Ridge Reservation Cleanup Line item value is: \$2,507,898.00 Incrementally Funded Amount: \$500,000.00 Task Order 1 - Transition Funding available for Task Order 1 - Transition. A separate, subsequent letter will be issued with a Notice to Proceed for performance under this Task Order.				2,507,898.00

Part I – The Schedule

Section B

Supplies or Services and Prices/Costs

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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 and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Contract clause Section H, *Task Ordering Procedure*.

B.2 Type of Contract

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) Task Orders may be issued. CR task Orders can include, but are not limited to, CR no fee, Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed-Fee (CPFF) Task Orders. FP Task Orders can include, but are not limited to, Firm-Fixed-Price (FFP) Task Orders. The preference is CPIF and FFP Task Orders. Task Orders will define objective performance criteria for completion of End States to the maximum extent practical. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity within and/or at the end of the Task Order period of performance (POP).

Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	Oak Ridge Reservation Cleanup	\$8.3 Billion	Ten (10) years from the effective date of the Contract.

Acronym:

CLIN Contract Line Item Number

Each Task Order will include a price based on the Contractor’s price proposal for the Task Order (see Section H, *Task Ordering Procedure*), negotiations, and agreement on price; and the requisite clauses depending on the Task Order type (including but not limited to the following clauses (a) through (e)). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014)
(Revised)

- (1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, *Fixed Fee*, the total estimated cost and fixed-fee for this Task Order are as follows:

Total Estimated Cost: [insert total estimated cost]

Fixed Fee: [insert fixed fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item numbers and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

(b) *DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)*

- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are as follows:

Total Estimated Cost: [insert total estimated cost]

Award fee: [insert available award fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item numbers and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].

(c) *DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)*

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

Target Cost: [insert target cost]

Target Fee: [insert target fee]

Maximum Fee: 15%

Minimum Fee: 0%

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by **thirty (30) cents** for every dollar the total allowable cost is less than the target cost or decreased by **thirty (30) cents** for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than **fifteen (15) percent** or less than **zero percent** of the target cost.

- (2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:

[insert, if any, line item numbers and associated amounts for cost, fee, and fee increase/decrease ratio]

- (3) Payment of fee shall be made in accordance with the clause 52.216-10, *Incentive Fee* and the clause in the Task Order entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(d) *DOE-B-2004 Cost Task Order-No Fee: Total Estimated Cost (Oct 2014) (Revised)*

- (1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is:

Total Estimated Cost: [insert total estimated cost]

- (2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

[insert, if any, line item numbers and associated amounts for cost]

(e) *DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014)(Revised)*

- (1) This is a firm-fixed-price Task Order. The Contractor shall provide the following [insert “supplies” or “services,” as applicable] at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

- (2) Payments of the Task Order’s firm-fixed-price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

B.3 Contract Minimum and Maximum Value of Services

- (a) The guaranteed minimum value of Task Orders to be issued is \$500,000.00.
- (b) The maximum value of Task Orders to be issued is \$8.3B.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to Cost-Reimbursement Task Orders only)

- (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.

To Be Determined on a Task Order basis.

- (b) *Financial plans; cost and encumbrance limitations.* In addition to the limitations provided for elsewhere in this contract, the Department of Energy (DOE) may, through financial plans, such as Approved Funding Programs, or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor shall:
 - (1) Comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
 - (2) Comply with other requirements of such plans and directives; and
 - (3) Notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

- (a) Task Order fee/profit ceilings will adhere to the following criteria.
 - (1) *CPIF Task Orders.* The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is **8** percent of the target cost.

- (2) *CPAF Task Orders*. The award fee ceiling amount that can be negotiated is **8** percent of the estimated cost. There is no base fee available under CPAF Task Orders.
 - (3) *CPFF Task Orders*. The fixed fee ceiling amount that can be negotiated is **4** percent of the estimated cost.
 - (4) *Hybrid Task Orders*. Task Orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
 - (5) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is **10** percent.
- (b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.
 - (c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (USC) 2306(d), 41 USC 3905, and FAR 15.404-4(c)(4)(i).

B.6 Funding Profile

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

Table B-2. Annual Funding Profile

Government Fiscal Year (FY)	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032 -2036**
\$ Amount*	\$400	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$590	\$2,950
<p>*The dollar amounts are represented in (\$ million). 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 Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.</p> <p>** This funding may be available if Task Orders are issued that extend beyond the 10-year ordering period.</p>											

B.7 Allowability of Subcontractor Fee (Applies to Cost-Reimbursement Task Orders only)

- (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 fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders 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 identified in the Contractor's Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (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 items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

B.8 Small Business Subcontracting Fee Reduction

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level, will remain in effect for the duration of the Task Order period of performance.

- (a) The Contractor's performance in the following areas will be reviewed at least annually: (1) progress toward meeting the cumulative small business performance percentage in accordance with the Section H Clause entitled, *Subcontracted Work*; (2) progress toward meeting the cumulative small business subcontracting goals for the Master IDIQ Contract, established via Task Orders; (3) progress toward meeting the required number of active Mentor-Protégé Agreements.
- (b) If the Contractor has not met any or all of the requirements in paragraph (a) of this clause, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the fee by up to 10 percent (CR Task Orders) or the price by up to two percent (FFP Task Orders) depending on the nature and magnitude of the failure.

B.9 Basis for Changes

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this contract shall clearly identify the fee risk ownership for both the Government and the Contractor such that contract changes are minimized to the extent practicable.

(Table with fee risk ownership to be negotiated and included within individual Task Orders, as applicable)

B.10 Conditional Payment of Fee – DOE Performance Criteria/Requirements

This Clause supplements the Section I Clause DEAR 970.5215-3 entitled, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. This clause does not replace the Section I clause. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security (S&S) are as follows:

- (a) ESH&Q
 - (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
 - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.

(3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, workers, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:

- (i) Multiple similar non-compliances identified by external oversight (e.g., federal) that in the aggregate indicate a significant programmatic breakdown.
- (ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, workers, or environment or that indicate a significant programmatic breakdown.
- (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (iv) Failure to report required data accurately and within required timeframes (e.g., within 24 hours of incident).

(b) Safeguards and Security

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

- (i) Theft, loss, or diversion of Category I or II Special Nuclear Material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
- (ii) Receipt of an overall rating of Unsatisfactory on any DOE S&S survey, audit, and/or inspection.
- (iii) Failure to implement effective corrective action(s) in response to any first degree performance failure.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Secret.
- (ii) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
- (iii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
- (iv) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
- (v) Failure to implement effective corrective action(s) in response to an occurrence of any second degree performance failure.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Evidence that SNM data has been manipulated or falsified.
 - (iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (v) Five or more incidents that involve noncompliance with physical security requirements or a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
 - (vi) Receipt of any topical area rating of Unsatisfactory on any DOE S&S survey, audit, and/or inspection.
 - (vii) Failure to implement effective corrective action(s) in response to any third degree performance failure.
 - (viii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

B.11 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to Cost-Reimbursement Task Orders only)

- (a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.
 - (1) Price means cost plus any fee or profit applicable to the Task Order.
 - (2) The terms profit and fee are synonymous.
 - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

- (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
- (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
- (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
- (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
- (8) Clause means a term or condition used in this Contract.
- (d) The Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of the Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:
 - (1) The Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the CO's determination; and
 - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the CO's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

- (i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a request for provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

B.12 Performance Management Incentive

This clause is intended to motivate efficient and effective contract performance in accordance with FAR 15.404-4 Profit and encourages the Contractor to strive for outstanding results. This clause also motivates the Contractor to implement, if needed, effective and timely corrective actions.

The Performance Management Incentive (PMI) is a contract-wide incentive measured individually among all applicable active Task Orders. PMI will not be applied to Transition Task Orders and Task Orders that provide for Award Fee as defined in FAR 16.405-2. In the event a Task Order includes CLINs of multiple contract types, including CPAF, PMI may be applicable to the non-CPAF portion of the Task Order. The PMI shall be included in the maximum fee amounts described in DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised), and the estimated PMI fee allocation will be provided to the Contractor when Requests for Task Order Proposals (RTPs) are issued. The PMI is exclusive of any Performance Evaluation and Measurement Plan. For any applicable active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement. Fee actions described in this clause will not duplicate any other fee action.

It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient manner. It is the expectation that the Contractor will strive for outstanding results in the areas described below. A PMI fee of up to **[TBD]** per fiscal year* may be earned based upon outstanding results in Contractor performance, as determined by the CO, in the following areas: (1) safety and operational performance; (2) meeting regulatory or court ordered milestones; (3) quality assurance performance per Section C and Section E clause FAR 52.246-11, where continuous monitoring and performance improvement are evident; (4) maintaining the operability of facilities and other infrastructure throughout the performance period such that degradation is addressed to prevent mission impact; (5) management of the Contractor's team, including teaming subcontractors to ensure efficient and effective partnering with the Government and all parties; (6) establishment, maintenance, and implementation of sound business systems to ensure efficient and effective business management performance in a complex IDIQ task order environment; and (7) IDIQ management, including timely, good faith and fair dealings in conducting negotiations with DOE with the goal of a reasonable outcome, including equitable risk sharing, for all parties.

The **[annual not-to-exceed amount*; TBD]** will be allocated among all applicable active Task Orders, at the discretion of the CO, on an annual fiscal year basis. The PMI is a unilateral action that shall not exceed **[TBD]** per fiscal year, applied for all applicable active Task Orders combined, and will not be negotiated with the Contractor.

*Amount may be prorated based on the timing of the 12 month fiscal year.

The CO has discretion for the degree of the PMI fee reduction but shall be reasonable based on the degree of non-achievement, up to the PMI dollar amount per each applicable active Task Order. The CO also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Upon successful completion of corrective actions and at the discretion of the CO, the Contractor may potentially recover any and all withheld fee.

The CO will establish a quarterly evaluation process to evaluate performance under all elements of the PMI fee. This evaluation will also be reflected in the annual CPARS evaluation of any applicable Task Order. The CO will consider feedback from the Contractor as part of the quarterly evaluation. Provisional PMI payment will not occur until the CO's evaluation has been completed.

For each applicable active Task Order, quarterly provisional PMI fee payments will be paid by taking [TBD]% of the PMI fee, divided by four quarters for each 12-month period, minus any CO-determined PMI fee reductions. The remaining [TBD]% of the PMI fee will be held until the end of each fiscal year. The PMI fee, minus any PMI fee reductions described above, is considered earned at the end of the fiscal year. Any unearned fee will not roll over into the following fiscal year.

B.13 Limitation of Government's Obligation (Applies to Firm-Fixed-Price Task Orders only)

- (a) This Contract's fixed-price Task Orders issued under CLIN 00001 have traditional FAR fixed-prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN or Task Order there is:
 - (1) A fixed-price for the action;
 - (2) A fixed amount of work that corresponds to the fixed price;
 - (3) A planned funding schedule that corresponds to the fixed price and the fixed amount of work;
 - (4) No Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - (5) If the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - (6) An obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or Task Order:
 - (1) The Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;
 - (2) The Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed-price for each of the fixed-price CLINs or Task Orders included in this contract:
 - (i) The added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this Clause; and
 - (ii) The specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than

the Termination for Convenience (Fixed-Price) Clause of this Contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order; as a result, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) Clause of this contract would allow.

- (3) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
 - (4) If funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
 - (5) The Contractor agrees to provide the fixed amount of work for the fixed-price identified in the Contract's Section B, *Supplies or Services and Prices/Costs*, and in accordance with the delivery schedule identified in the Contract's Section F, *Deliveries or Performance*, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this Clause. At any time, the cumulative amount of funds allotted is the fixed-price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
 - (2) The Contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - (3) If the Government meets the entire Planned Funding Schedule:
 - (i) The cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed-price; and
 - (ii) The Contractor must provide the work the contract requires for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of this Contract.
- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this Clause. The sum of the planned funding for each CLIN or Task Order equals the fixed-price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds allotted.
- (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
 - (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

- (ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this Contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, this Contract to that point will be considered a simple fixed-price contract for that CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
 - (1) The Government's and the Contractor's obligations under the contract for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the Contract for that CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLINs or Task Orders being incrementally funded.
 - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:
 - (A) It (not the Government) will be liable for those excess amounts payable;
 - (B) It will remain liable for its obligations under every term or condition of the contract; and
 - (C) If it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.
 - (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) Clause of this Contract.
- (h) The Contractor shall notify the CO in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.

- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
 - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
- (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
- (1) The Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;
 - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
 - (3) If the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this Clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this Clause, for either CLIN or Task Order:
- (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and
 - (2) The Contractor is not obligated to continue performance under this Contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the Contract by the Government until the CO notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the CO, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this Clause shall affect the right of the Government to terminate this Contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order] (Table B-3):

Table B-3. CLIN to be Determined by Each Task Order

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order] (Table B-4):

Table B-4. CLIN to be Determined by Each Task Order

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished

Part I – The Schedule

Section C

Performance Work Statement

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ORR CLEANUP CONTRACT OVERVIEW AND OBJECTIVES

Background

Since its inception in 1943, the U.S. Department of Energy (DOE) Oak Ridge Reservation (ORR)'s Y-12 National Security Complex (Y-12), Oak Ridge National Laboratory (ORNL), and East Tennessee Technology Park (ETTP) sites have supported a variety of DOE missions including weapons development and production, science and energy research, and isotope and nuclear fuel production. Today Y-12 and ORNL are enduring sites performing key DOE missions. Y-12, managed and operated by DOE's National Nuclear Security Administration (NNSA), processes and stores uranium to maintain the nation's nuclear stockpile and provide fuel for the U.S. Nuclear Navy. ORNL, managed and operated by DOE's Office of Science, is the nation's largest multi-program science and energy laboratory. As cleanup is completed, portions of ETTP are being transitioned to a commercial industrial park to support the regional economy.

Environmental liabilities from past DOE Oak Ridge activities remain to be addressed. To reduce risk, hundreds of excess contaminated facilities at Y-12 and ORNL must be demolished and sites with contaminated environmental media require remediation. Mercury is the prevalent legacy contaminant at Y-12, but beryllium, uranium, and other chemicals are also present. ORNL excess facilities are contaminated with a variety of radioactive isotopes, including transuranics, as well as other chemicals. Y-12 and ORNL also include DOE's Office of Environmental Management (EM) operating facilities that support waste treatment and disposal and environmental compliance. Upon completion of decontamination and demolition activities at ETTP, most of the site will be privately owned. However, DOE will retain responsibility for the remaining environmental media cleanup, post-closure monitoring and care, and historic preservation.

The mission of DOE's Oak Ridge Office of Environmental Management (OREM) is to complete cleanup of the ORR to protect the region's health and environment, make clean land available for future use, and enable vital DOE missions in science, energy, and national security. OREM's mission supports DOE strategic goals to advance America's sciences, energy security, and economic growth while minimizing the nation's environmental and national security threats.

Contract Purpose and Objectives

One of DOE's strategic goals is to clean up the nation's Manhattan Project and Cold War legacies in compliance with laws and regulations. To accomplish this goal, DOE must reduce its environmental liabilities through accelerated cleanup of high-risk areas, thereby reducing risk and financial liability and returning land for its projected future use. This will be accomplished in a manner that is protective of human health and the environment.

The purpose of the ORR Cleanup Contract is to achieve maximum measurable results in advancing environmental cleanup requirements on the ORR at the best value to the U.S. taxpayer. This Performance Work Statement (PWS) includes DOE's desired outcomes and related end states to progress towards ORR cleanup completion during the period of performance.

The Contractor is responsible for the performance of the scope under the Contract, including defining the specific methods, innovations, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this PWS. DOE's goal is to optimize scope completion, cost, and schedule associated with performance of all work in compliance with all applicable requirements. The work involves accessing classified information, up to and including Secret Restricted Data level and category and/or special nuclear material, both of which require access authorizations

(clearances). Therefore, the Contractor must possess a facility clearance before access authorizations may be granted.

The Contractor shall comply with the Federal Facility Agreement (FFA); the Oak Ridge Reservation Site Treatment Plan; approved Records of Decision (RODs) and other Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA) as amended decision documents; and other applicable regulatory requirements. Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements apply to certain facilities/areas as specified in 29 *Code of Federal Regulations (CFR)* 1910.120.

Accelerated cleanup (i.e., accomplishing cleanup faster and more efficiently than planned) is a cooperative undertaking that requires the Contractor and the Government to seek innovative approaches to achieve the end states. Streamlining processes, eliminating non-value-added requirements, and identifying efficiencies and performance improvements are critical to accomplishing accelerated cleanup. The Contractor shall, throughout the Contract period of performance, seek to reduce non-value-added requirements and processes that impede progress and identify efficiencies and performance improvements that reduce the actual cost and/or improve the schedule for the work.

Description of Performance Requirements

Scope Summary and Work Authorization

The overall scope of this Contract includes the following:

- (a) **Transition:** Transition includes activities for the incoming transition from the ETTP Cleanup Contract to the ORR Cleanup Contract and the outgoing transition to the follow-on contractor.
- (b) **Cleanup:** Cleanup of the ORR encompasses preparation for demolition and/or demolition of numerous facilities and remediation of environmental media at ETTP, ORNL, and Y-12. Cleanup includes disposal of all associated wastes. Cleanup includes improvements (e.g., repairs, stabilization, upgrades) for facilities planned for future use or historic preservation.
- (c) **Construction and/or Startup of Mission Support Facilities:** Complete Phase 1 construction and initiate operation of the Environmental Management Disposal Facility (EMDF), and complete commissioning of the Outfall 200 Mercury Treatment Facility (MTF) at Y-12.
- (d) **Operations:**
 - (1) Liquid and Gaseous Waste Operations (LGWO): Operate and maintain LGWO facilities to dispose of ORNL and OREM liquid and gaseous wastes and ensure reliability of these essential systems and services.
 - (2) Transuranic and Solid Waste Debris Storage and Shipment Support: Manage OREM's remaining transuranic (TRU) and legacy waste inventory and support shipments to the Waste Isolation Pilot Plant (WIPP) or other offsite disposal facilities.
 - (3) Surveillance and Maintenance of Facilities and Sites at ORNL and Y-12 under EM responsibility: Maintain OREM's excess contaminated facilities and sites to ensure a safe and stable condition that minimizes risks pending facility demolition, site remediation, and/or transfer.
 - (4) CERCLA Disposal Facilities and ORR Landfills: Operate and maintain disposal facilities to ensure efficient disposal of cleanup debris and other wastes.

- (5) Outfall 200 MTF Operations: Operate and maintain the newly constructed MTF to reduce mercury contamination in Y-12 surface waters. Additional use of the facility to treat other waters may be considered by DOE in the future.
- (6) ETTP Site Closure, Historic Preservation, Surveillance and Maintenance, and Environmental Monitoring: Complete closure of ETTP as a DOE site and implement surveillance and maintenance, and environmental monitoring responsibilities. Complete historic preservation commitments.

The scope in the PWS will be authorized by Task Orders that will be defined and individually negotiated before and/or during the Contract period of performance.

The Contractor is responsible for managing, integrating, and executing the work described in this PWS as authorized through Task Orders. The Contractor shall provide all personnel, facilities (office space, change houses, etc.), equipment, materials, services, and supplies required to complete the Contract work scope, except for the items identified as government-furnished services and information as described in Section J, Attachment J-8, *Government-Furnished Services and Information*. The permanent duty station for employees and subcontractors who are permanently assigned to this Contract is located on the Oak Ridge Reservation or in Oak Ridge, TN.

The ORR Cleanup Contract scope contains both capital and non-capital asset acquisition projects and activities. The Contractor shall be responsible for the integration and management of all projects and subprojects. The Contractor shall maximize efficient and cost-effective methods for completing the work scope. The Contractor shall be the single point of accountability for the ORR Cleanup Contract activities, safety and quality assurance programs, interface with ORNL and Y-12 site contractors, and project management in the performance of this Contract, including any subcontracts. The Contractor shall develop a regulatory approach for all work under this Contract and ensure regulatory approval is obtained for any related changes to regulatory requirements prior to their execution.

Some of the facilities included in this ORR Cleanup Contract scope may currently be the responsibility of DOE program offices other than EM and/or other contractors, including but not limited to the facilities identified in Attachment C-1, *Facility and Site List*. The Contractor shall support transfer and/or accept operational responsibility for these facilities to support execution of the work. Likewise, certain facilities currently included in the Contract scope may be transferred to other DOE program offices. The Contractor will be performing Contract scope in environments where other DOE contractors are engaged in activities that are not controlled by the Contractor's programs and procedures (e.g., work planning and control, safety and health). The Contractor shall develop interface documents with other DOE contractors, as needed, to support transition, stipulate respective roles and responsibilities, and define services to be provided by other DOE contractors. Interfaces and roles and responsibilities are summarized in Section J, Attachment J-3, *Site Services and Interface Requirements*. The Contractor shall interact in such a way as to avoid or minimize impacts to the successful performance of the scope under the Contract and to programmatic site mission operations and activities.

In the performance of this Contract, the Contractor shall comply with all applicable laws, regulations, permits, and DOE Directives (including invoked Technical Standards), including but not limited to those identified in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*. The Contractor shall also comply with all CERCLA decision documents in effect for the ORR while conducting the authorized scope of work.

The Contractor shall support OREM in achieving its goals, as described in the DOE Office of Environmental Management Annual Performance Agreement in effect during the period of performance.

C.1 Contract Transition

C.1.1 Incoming Transition

The contract transition period is estimated to be 90 days. The first day of the Transition Period will be the effective date of the transition task order. DOE will issue a Notice to Proceed, identifying the effective date of the transition task order. During the transition period, the Contractor shall perform those activities that are necessary to transition work from the previous ETTP 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 previous contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. Workforce transition shall be managed in accordance with the requirements of applicable Section H Contractor Human Resource Management clauses.

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) to execute the 90-day transition period (estimated) and shall ensure all necessary personnel, including key personnel for the Contractor, are available during the transition period, unless specifically directed otherwise by the Contracting Officer (CO). All key personnel shall be assigned full-time to their respective positions and shall meet the requirements detailed in Section H.44, Key Personnel.

The desired outcome is the readiness to assume full responsibility for OREM facilities and activities for execution of subsequent Task Orders upon direction by the CO.

As authorized by Task Order 1, the Contractor shall perform the activities necessary to declare readiness to assume responsibility for the following:

- Facilities, activities and in-process work documented in Task Order 2
- Incumbent contractor's subcontracted work as deemed necessary
- Workforce in accordance with the requirements of Section H of this Contract

Within 15 days after a Notice to Proceed, the Contractor shall submit a Transition Plan for DOE approval that provides sufficient detail for all transition activities, including but not limited to: a description of all necessary transition activities; a list of the organizations involved; a transition spend plan and a transition schedule, including key milestones; earned value reporting during transition; Memoranda of Understanding (MOUs) with outside organizations; required utilities; and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, and development or revisions of required plans and procedures. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the transition period (see Task Order 1, Section J, Attachment J-7, *Contract Deliverables*).

The list below includes the major elements necessary for transition of the Contract, but does not include all transition requirements. The following items shall be addressed in the Transition Plan:

- (a) **Public Release Statement:** Within 72 hours following the effective date of the Contract Transition Task Order, the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements:
- (1) Name of Contractor including the identification of teaming partners and subcontractors, and a description of the experience that each party brings to the project
 - (2) Summary/description of Contractor's management approach
 - (3) Organizational structure and identification of key personnel

- (4) Contractor performance commitments
- (5) Brief overview of Contractor's work on similar projects
- (6) Commitments to the community
- (7) Commitments to small business subcontracting (if applicable)
- (b) **Implementation of Human Resources Management Requirements:** The Contractor's Transition Plan required above shall include a description of the Contractor's implementation of human resource management consistent with requirements as described in Section H, clauses H.4 through H.7, including:
 - (1) Expected workforce composition and any immediate or anticipated workforce restructuring
 - (2) Identification of any existing issues under the National Labor Relations Act and the Contractor's plan for engaging with labor representatives
 - (3) A schedule for preparation and submission of any bargaining parameters requests
 - (4) Identification of any prevailing wage requirements, including requirements under Section 4(c) of the Service Contract Labor Standards statute as well as National Labor Relations Act requirements regarding determination of wages and benefits
 - (5) Descriptions of processes for handling labor standards determinations for work packages
 - (6) Definition of obligations regarding pension and post-retirement benefit plans
 - (7) A plan for identification and resolution of any legal issues regarding the above, including the Contractor's plan for engaging outside counsel as needed
 - (8) A plan for communicating and engaging with DOE on these matters
- (c) **Inter-contractor Ordering and Financial Agreements:** The Contractor shall develop the inter-contractor ordering and financial agreements necessary to support transition and Contract performance, and will be responsible for the costs incurred under these agreements.
- (d) **Programs and Procedures:** To ensure continuity of operations, the Contractor may adopt, as applicable, the incumbent contractors' programs and procedures at the effective date of the transition task order (e.g., Documented Safety Analysis (DSA), Technical Safety Requirements (TSR), operating procedures, etc.), provided the Contractor has formally reviewed the programs and procedures to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise those programs and procedures it deems necessary, provided the programs and procedures remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. Any Programs and Procedures that are adopted shall be updated to the new Contractor's organization within the first year of the effective date of the contract.
- (e) **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 (see Task Order 1, Section J, Attachment J-7, *Contract Deliverables*).
- (f) **Government-owned Property:** All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the transition period, an inventory record of such property in the DOE Facilities Information

Management System (FIMS) and the incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

- (1) The Contractor shall perform a joint comprehensive physical inventory with the incumbent contractor of all accountable high-risk and sensitive property, as defined in *CFR* Title 41, Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition.
 - (2) At the end of transition, the Contractor shall accept transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records on an as-is, where-is basis, or shall perform a wall-to-wall inventory within the transition period of the Contract. At the discretion of the Contractor, a review of existing inventory records may be performed during transition. Any discrepancies with the existing inventory records shall be reported to the CO. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.
 - (3) Once the Standard Form 122, *Transfer Order – Excess Personal Property*, is completed and approved by the CO/Organizational Property Management Officer, the Contractor shall assume responsibility and liability for subsequent losses and damages.
- (g) **DOE Safeguards and Security (S&S) Survey:** During the transition period and prior to assuming control and responsibility for S&S responsibilities, the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE Order 470.4, *Safeguards and Security Program*. The results of the survey shall be documented and shall form the basis for DOE authorization to assume S&S responsibilities, in particular responsibility for special nuclear material. Following a satisfactory survey and upon CO direction, the Contractor shall assume responsibility for all applicable S&S resources, materials, facilities, documents, and equipment.
- (h) **Legal Management Transition:** The Contractor shall ensure all legal management activities are addressed pursuant to the Section H clause *Legal Management* and 10 *CFR* Part 719.
- (i) **Communication of Contractor's Approach:** The Contractor shall communicate its approach and commitments for accomplishing the scope of the Contract to workers, federal staff, stakeholders, and other interested entities during the transition period.
- (j) **Graded Approach:** The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the site mission. The plan shall include a review and recommendations of changes to the current site standards and implementing procedures for eliminating requirements and/or streamlining processes. The Contractor shall interface with the other site contractors on proposed changes, as necessary.
- (k) **Task Order Proposals:** During transition, DOE will request Task Order proposals that are compliant with Federal Acquisition Regulation Subpart 15.4 (see Task Order 1, Section J, Attachment J-7, *Contract Deliverables*). The CO will provide direction as applicable regarding these Task Orders.
- (l) **Design Authority:**

- (1) The Contractor shall review the preliminary EMDF design with the incumbent contractor such that the Contractor assumes Design Authority responsibilities at the conclusion of the transition period.
 - (2) The Contractor shall review the final DOE-approved design for the Outfall 200 MTF, approved design changes, and construction progress with the incumbent contractor such that the Contractor assumes Design Authority responsibilities at the conclusion of the transition period.
 - (3) The Contractor shall review the design for ETTP Historic Preservation requirements per the approved Memorandum of Understanding with the incumbent contractor such that the Contractor assumes Design Authority responsibilities at the conclusion of the transition period.
- (m) **Declaration of Readiness:** The Contractor shall submit a Declaration of Readiness to Execute the Contract to the CO, prior to the end of transition, that indicates the Contractor's readiness to assume responsibility for execution of the Contract upon CO direction. The Contractor shall also identify any post-transition activities that are required to be completed (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates).

C.1.2 Outgoing Transition and Closeout

The desired outcome is a seamless transition of full responsibility for OREM facilities and activities to a successor contractor.

As authorized by Task Order, the Contractor shall perform those activities necessary to transition the work under this Contract to a successor contractor upon contract expiration:

- Cooperate with the incoming contractor to ensure all work for which the Contractor is responsible under the Contract continues without disruption in an efficient, effective, and safe manner.
- Provide for an orderly transfer of resources, responsibilities, and accountability from the Contractor.

The Contractor shall provide a plan for closeout activities at least 60 days prior to Contract expiration or when directed by the CO. The Contractor shall also cooperate with and support the successor contractor's phase-in plan.

C.2 Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution

As authorized by Task Order, the Contractor shall:

- Fund the post-retirement medical benefits for ORR EM workers retiring prior to April 1, 1998 in coordination with the NNSA Management and Operating (M&O) contractor at Y-12.
- Manage and fund the post-retirement medical benefits for ORR EM workers retiring on or after April 1, 1998.
- Manage and fund the long-term disability program for all ORR EM workers.

In addition, the Contractor shall manage and fund the pension plan for Grandfathered Employees.

C.3 Cleanup

The desired outcome is maximized completion of end-states for excess contaminated facilities and/or remediation of environmental media at Y-12, ORNL, and ETTP in a safe, efficient, and compliant manner in accordance with approved regulatory documents and DOE Directive requirements. Completion of end-states shall maximize reduction of environmental liabilities and related risks. Desired outcomes for the

cleanup scope (listed in C.3.1, C.3.2, and C.3.3) are expressed in terms of completion of some or all of the following cleanup end states:

Characterization

The desired outcome of this end state is a characterized facility with approved documentation (e.g., data quality objectives [DQOs], sampling and analysis plans, quality assurance plan, and waste handling plan) pursuant to the FFA. The Contractor shall mobilize personnel and equipment and establish access controls. The Contractor shall ensure worker and environmental safety and health through monitoring and protection.

Characterization work includes, but is not limited to the following activities as necessary or required:

- DQO preparation for the specific waste streams in accordance with U.S. Environmental Protection Agency (EPA) QA/G-4 (EPA/600/R-96/055) guidance or equivalent as required by DOE Order 435.1
 - Identifying and evaluating historical documents and conducting interviews, as necessary, to develop documentation in support of process knowledge to support sampling decisions
 - Presenting the DQO, including proposed sampling methods and locations, to Potential Responsible Parties or appropriate stakeholders and obtaining agreement
- Developing project-specific sampling and analysis plans and quality assurance plans to document agreed-upon sampling methods and locations (via the DQO sessions) for the specific waste streams
 - Preparing sampling and analysis plans in accordance with approved DQOs, EPA protocols, and approved FFA documentation
 - Ensuring the sampling and analysis plans describe a phased approach for collecting data to satisfy the waste acceptance criteria (WAC) of the intended disposal facility
- Preparing the project-specific waste handling plan for pre-demolition and demolition waste
- Collecting random and biased (as needed) physical, structural, debris, soil, and slab samples using standard EPA protocols for sample collection methodologies and analytical test methods as specified in EPA Guidance SW-846, Test Methods for Evaluating Solid Waste: Physical/Chemical Methods
- Performing surface scans and direct measurements to support radiological safety or characterization requirements as applicable
- Ensuring all commitments are completed as specified in applicable EPA and FFA protocols and approved documentation
- Performing a data quality assessment briefing with DOE to demonstrate that sample analytical results meet WAC for the intended disposal facility
- Ensuring that sample analytical results are properly formatted to allow direct transfer into DOE data management systems such as Oak Ridge Environmental Information System (OREIS), Project Environmental Measurements System (PEMS), and others
- Performing and coordinating field oversight and field technical support associated with characterization activities

Preparation for Demolition

The desired outcome of this end state is a facility ready for demolition that no longer requires regular personnel access (i.e., condemned with no further entry authorized). Preparation for demolition activities

should be conducted in accordance with standard industry practices and should include the compliant disposition of all wastes generated.

Preparation for demolition work includes, but is not limited to the following activities as necessary or required:

- Mobilization of personnel and equipment and establishment of access controls
- Develop and submit to DOE applicable regulatory documents in accordance with the FFA and applicable recordations and/or other mitigating actions in accordance with National Historic Preservation Act requirements
- Ongoing characterization to ensure protection of worker health and safety
- Review/revise safety basis documentation as required to support activities
- Worker and environment safety and health, monitoring, and protection equipment and plans
- Removal of legacy material
- Deactivation and isolation of utility systems
- Abatement, removal, and disposition of hazardous materials (e.g., fluids, asbestos, universal wastes, and other Resource Conservation and Recovery Act [RCRA] wastes)
- Stabilization of pipes, ducts, and equipment including venting, purging, and draining
- Decontamination or stabilization of surface contaminants (e.g., mercury in walls may require stabilization or passive extraction prior to demolition, beryllium may be stabilized with a fixative prior to invasive work, and radioactive contamination may be managed with a fixative spray)
- Removal and disposal of process equipment
- Ensuring proper management and disposal of any classified information, material, equipment, or waste
- Preparation of Critical Decision (CD) documentation to obtain DOE approvals as required by DOE Order 413.3 prior to initiating demolition; the Contractor shall define a sound engineering approach to demolition and waste management in order to develop a defensible baseline and obtain funding approval.

Demolition

The desired outcome of this end state is a facility footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. Demolition includes the disposition of all wastes generated during these activities.

The Contractor shall complete facility demolition in a safe and environmentally sound manner and in accordance with DOE and other regulatory requirements. Facility demolition activities include, but are not limited to:

- Mobilization of personnel and equipment and establishment of access controls
- Implementation of plans and procedures for worker and environmental safety and health, monitoring, and protective equipment
- Review/revise safety basis documentation as required to support activities
- Waste segregation and packaging
- Hazardous and radioactive contaminant control throughout decontamination and demolition, packaging, and disposal activities
- Removal and disposition of structural, non-friable asbestos (e.g., transite siding)

- Preparations for decontamination, dust suppression, and stormwater runoff and containment
- Preparations and protection of surrounding environmental media during building demolition (e.g., protection of soils from releases of mercury during building demolition)
- Capture, storage, and treatment of contaminated contact water (e.g., decontamination fluids, stormwater that contacts waste or debris and becomes contaminated)
- Completion of necessary characterization to determine whether remediation of soils under the building and/or other subsurface structures is required prior to slab removal
- Demolition of structures
- Demolition and/or stabilization of below-ground piping, vaults, foundations, and other structures
- Removal of building slabs; however, DOE may determine that the slabs should remain for a future remedial action prior to removal
- Size reduction and segregation of demolition material, if necessary
- Site stabilization and decontamination and stabilization of any remaining building slabs in accordance with regulatory agreements
- Preparation of the required waste profiles, transportation documentation, and any other required documents to allow for waste treatment, storage, or final disposal
- Loading, hauling, and disposition of all materials and debris in accordance with the DOE-approved Waste Management Program Plan's waste disposition hierarchy
- Removal and demobilization of site operations, support facilities, fencing, and equipment
- Submission of required critical decision documentation per DOE Order 413.3, regulatory progress and completion documents, and FIMS updates

Opportunities exist to reduce the cost and/or risk presented by facility demolition. Careful planning and execution should be performed to minimize the generation of contaminated waste (e.g., mercury).

The Contractor shall apply lessons learned from across the DOE Complex when considering demolition methods to ensure proper controls are implemented for protecting human health and the environment, complying with applicable regulations, and preventing the spread of contamination. This is particularly important as certain facilities are contaminated with highly mobile hazardous contaminants (e.g., beryllium, mercury, transuranics) and demolition will take place on operating Y-12 and ORNL sites in close proximity to mission critical facilities and activities with personnel not otherwise related to the Contractor's activities.

Management and treatment of stormwater, contaminated water, and dust suppression water during demolition activities may be required; this could be provided by the Outfall 200 MTF, ORNL LGWO, and/or other water management and treatment systems. Suppression of the groundwater table during demolition should be considered, as necessary. The Contractor shall plan for proper control of hazardous and radioactive contaminants.

The Contractor shall plan and obtain DOE and regulatory approval of work plans, waste disposal paths and decisions regarding disposition of building slabs.

Environmental Media Remediation

The desired outcome for this end state is remediated soil or water that meets regulatory requirements and enables transfer of remediated areas for reuse. Environmental media remediation may include removal or stabilization of slabs and subsurface structures and ancillary above-grade structures (as determined by DOE); soil treatment; soil excavation and disposal; and surface and groundwater monitoring and/or

treatment systems in accordance with approved regulatory decision documents. Characterization of soils, subsurface structures, and other environmental media should be completed to determine and support approvals of disposition paths. Prior characterization may have been completed in some instances. Existing data should be evaluated to determine data gaps that will be addressed through limited characterization during these activities. Characterization results shall be documented in a Technical Memorandum or other document, as required by the FFA or other agreement.

The scope includes DQO meetings between DOE and the regulatory parties to determine the characterization data requirements, the media sampling and analysis plan, and the quality assurance project plan. The FFA primary documents (i.e., remedial action work plan and waste handling plan) remediation data shall be archived in the OREIS database as required by the FFA.

Excavated contaminated soils should be disposed of in the most cost-effective manner feasible after consideration and selection of treatment and/or disposal options in accordance with the DOE-approved Waste Management Program Plan's waste disposition hierarchy. The accumulation of stormwater within excavated areas should be avoided (e.g., by filling in areas as soon as practicable). Groundwater seepage and any collected stormwater from excavated areas should be sampled for contamination and, depending on sampling results, managed per applicable regulatory requirements.

Isolation technologies may offer comparable environmental protection at lower cost and should be evaluated and implemented as appropriate. The Contractor shall obtain the necessary regulatory approvals in the treatment decision-making process, during the development of waste handling plans, and regarding design parameters for soil and sediment remedial actions.

C.3.1 ORNL Cleanup

As authorized by Task Order, the Contractor shall perform cleanup including but not limited to the ORNL facilities, complexes, and areas listed below. Cleanup shall be performed in accordance with the following regulatory documents, as applicable, and may be modified by subsequent regulatory agreements or requirements.

- *Record of Decision for Interim Actions in Bethel Valley, Oak Ridge, Tennessee* (DOE/OR/01-1862&D4)
- *Record of Decision for Interim Actions for the Melton Valley Watershed at the Oak Ridge National Laboratory, Oak Ridge, Tennessee* (DOE/OR/01-1826&D3)
- *Record of Decision for Interim Action to Remove Fuel and Flush Salts from the Molten Salt Reactor Experiment Facility at the Oak Ridge National Laboratory, Oak Ridge, Tennessee* (DOE/OR/02-1671&D2)

For additional details, refer to Table 1 of Attachment C-1, *Facility and Site List*.

C.3.1.1 3026 Hot Cells

The 3026 Hot Cells area is administratively separated into two sections: 3026-C and 3026-D. Two concrete pedestals remain on the 3026-C slab; the slab and pedestals will be removed as part of environmental media remediation. Two hot cell structures remain on the 3026-D slab: the Storage and Sorting Cell and the East Cell Bank. The desired outcome is demolition of the 3026-D hot cell structures to the slab with the footprint cleared and the slab stabilized and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.1.1 3026 – Characterization
- C.3.1.1.2 3026 – Preparation for Demolition

C.3.1.1.3 3026 – Demolition

C.3.1.2 3038 Facility

The desired outcome is demolition of the 3038 Radioisotope Laboratory, including hot cells, with a footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.1.2.1 3038 – Characterization

C.3.1.2.2 3038 – Preparation for Demolition

C.3.1.2.3 3038 – Demolition

C.3.1.3 Bethel Valley Isotopes Area Facilities

The Bethel Valley Isotopes Area Facilities (also known as Isotope Circle) include the following facilities and structures:

- Building 3029, Radioisotope Production Laboratory-B
- Building 3030, Radioisotope Production Laboratory-C
- Building 3031, Radioisotope Production Laboratory-D
- Building 3032, Radioisotope Production Laboratory-E
- Building 3033, Radioisotope Production Laboratory-F
- Building 3033A, Radioisotope Production Laboratory Annex
- Building 3034, Radioisotope Area Services
- Building 3036, Isotope Area Storage and Service Building
- Facility 3093, Storage Cubicle for Krypton
- 3099 Storage Pad for Buildings 3031 and 3032
- Building 3118, Radioisotope Production Laboratory-H

The desired outcome for the Bethel Valley Isotopes Area Facilities is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.1.3.1 Isotopes Area – Characterization

C.3.1.3.2 Isotopes Area – Preparation for Demolition

C.3.1.3.3 Isotopes Area – Demolition

C.3.1.4 Graphite Reactor Historic Preservation

The Graphite Reactor includes the following facilities and structures:

- Building 3001, Graphite Reactor (to be stabilized only, see below)
- Underground Exhaust Ducts (for Buildings 3001, 3002, and 3003) (to be stabilized in place)

The Oak Ridge Graphite Reactor is a National Historic Landmark and is part of the Manhattan Project National Historical Park. The desired outcome is for the Graphite Reactor to be stabilized for historic preservation (not demolished) to enable public access as a museum facility. All activities conducted in the Graphite Reactor require careful coordination with DOE, the National Park Service, and the Tennessee State Historic Preservation Officer.

C.3.1.5 Graphite Reactor Support Facilities

The Graphite Reactor Support Facilities include the following facilities and structures:

- Building 3002, Filter House for Graphite Reactor
- Building 3003, Solid State Accelerator Facility
- Building 3018, Cell Ventilation and Off-gas Exchange Stack

The desired outcome for the Graphite Reactor Support Facilities is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.1.5.1 Graphite Reactor Support – Characterization

C.3.1.5.2 Graphite Reactor Support – Preparation for Demolition

C.3.1.5.3 Graphite Reactor Support – Demolition

C.3.1.6 Bethel Valley Bulk Shielding and Low Intensity Test Reactors Complex

The Bethel Valley Bulk Shielding and Low Intensity Test Reactors Complex includes the following facilities and structures:

- Building 3005, Low Intensity Test Reactor Facility
- Building 3009, Pump House for Building 3010
- Building 3010, Bulk Shielding Reactor
- Building 3010A, Bulk Shielding Reactor Annex
- Building 3080, Reactor Experiment Control Room
- Building 3083, Neutron Spectrometer Station 1 and Neutron Flight Tube
- Building 3107, 25-meter Target House

The desired outcome for the Bethel Valley Bulk Shielding and Low Intensity Test Reactors Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.1.6.1 Bulk Shielding and Low Intensity Test Reactor – Characterization

C.3.1.6.2 Bulk Shielding and Low Intensity Test Reactor – Preparation for Demolition

C.3.1.6.3 Bulk Shielding and Low Intensity Test Reactor – Demolition

C.3.1.7 Oak Ridge Research Reactor Facilities

The Oak Ridge Research Reactor Facilities include the following facilities and structures:

- Building 3042, Oak Ridge Research Reactor

The desired outcome for the Oak Ridge Research Reactor Facilities is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.1.7.1 Oak Ridge Research Reactor – Characterization

C.3.1.7.2 Oak Ridge Research Reactor – Preparation for Demolition

C.3.1.7.3 Oak Ridge Research Reactor – Demolition

C.3.1.8 3028 Facility

The desired outcome is demolition of the 3028 Radioisotope Production Laboratory and associated hot cells with a footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished via the following end states, as described in Section C.3:

- C.3.1.8.1 3028 – Characterization
- C.3.1.8.2 3028 – Preparation for Demolition
- C.3.1.8.3 3028 – Demolition

C.3.1.9 Bethel Valley Chemical Development Lab Facilities

The Bethel Valley Chemical Development Lab Facilities include the following structures:

- Building 4507, High Level Chemical Development Laboratory
- Building 4556, Filter Pit for Building 4507

The desired outcome for the Bethel Valley Chemical Development Lab Facilities is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.9.1 Chemical Development Lab – Characterization
- C.3.1.9.2 Chemical Development Lab – Preparation for Demolition
- C.3.1.9.3 Chemical Development Lab – Demolition

C.3.1.10 3515 Facility

The desired outcome is demolition of the 3515 Fission Product Pilot Plant with a footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.10.1 3515 – Characterization
- C.3.1.10.2 3515 – Preparation for Demolition
- C.3.1.10.3 3515 – Demolition

C.3.1.11 3517 and Support Facilities

The 3517 and Support Facilities include the following facilities and structures:

- Building 3517, Fission Product Development Laboratory
- 3505-T1, Caustic Storage Tank (3505A)
- 3505-T2, Acid Storage Tank (3505B)
- Building 3542, Storage Building for Buildings 3505 and 3517
- 3547, Cell Ventilation Roughing Filter for 3517
- 3548, Cell Ventilation Filters for 3517
- Building 3623, Flanders Filter House for Building 3517
- Building 3624, Flammable Storage for Building 3517
- K4489, Cooling Tower at 3517

The desired outcome for the 3517 and Support Facilities is demolition of all facilities with footprints cleared and stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.11.1 3517 – Characterization
- C.3.1.11.2 3517 – Preparation for Demolition
- C.3.1.11.3 3517 – Demolition

C.3.1.12 7500 Complex

The 7500 Complex includes the following facilities and structures:

- Building 7500, Homogeneous Reactor Experiment
- 7560, Liquid Low-level Radioactive Waste (LLW) Condensate Tank for 7500
- 7562, LLW Collection and Storage Tank for 7500

The desired outcome for the 7500 Complex is demolition of all facilities with footprints cleared and stabilized, and completion of environmental media remediation. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.12.1 7500 Complex – Characterization
- C.3.1.12.2 7500 Complex – Preparation for Demolition
- C.3.1.12.3 7500 Complex – Demolition
- C.3.1.12.4 7500 Complex – Remedial Action

C.3.1.13 2026 Complex

The 2026 Complex includes the following facilities and structures:

- Building 2026, Radioactive Materials Analytical Laboratory
- Building 2101, Waste Management Organization Health and Hygiene Support
- 2026-CT, Cooling Tower for Building 2026
- 2026-ES, 2026 Filter Pit Exhaust Stack
- 2026-FP, 2026 Filter Pit and Enclosure
- 2032, Manhole 240 Monitoring Station 1
- 2099, Monitoring Control Station for Building 2026

The 2026 Complex is expected to become part of this Contract's scope under Section C.5.3.1 after the incumbent contractor completes uranium-233 processing activities. The desired outcome for the 2026 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.13.1 2026 – Characterization
- C.3.1.13.2 2026 – Preparation for Demolition
- C.3.1.13.3 2026 – Demolition

C.3.1.14 2525 Complex

The 2525 Complex includes the following facilities:

- Building 2525, Fabrication Department Shop A

- Building 2547, General Machine Shop

The desired outcome for the 2525 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.14.1 2525 – Characterization
- C.3.1.14.2 2525 – Preparation for Demolition
- C.3.1.14.3 2525 – Demolition

C.3.1.15 2528 Complex

The 2528 Complex includes the following facilities and structures:

- Building 2528, Coal Research Lab
- Building 2528A, Melton Valley Storage Tanks Demonstration Facility

The desired outcome for the 2528 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.15.1 2528 – Characterization
- C.3.1.15.2 2528 – Preparation for Demolition
- C.3.1.15.3 2528 – Demolition

C.3.1.16 3019 Complex

The 3019 Complex includes the following facilities and structures:

- Building 3017, Quality Services Division
- Building 3019A, Radiochemical Development Facility
- Building 3019B, High Level Radiation Analytical Lab
- 3020, Exhaust Stack
- 3091, Filter House
- 3100, Source and Special Materials Vault
- 3108, Filter House
- 3121, Off-gas Filter House for 3019A
- 3123, Level 2 Emergency Generator (80-3123)
- 3123-TK, Diesel Fuel Storage Tank (X188092)
- Building 3130, Waste Operations Control Center
- 3130-80, Optional Standby Diesel Generator
- 3130-TK, 3130 Diesel Fuel Storage Tank (X188035)
- 3131, Level 2 Backup Diesel Generator (X903131)
- 3131-TK, 3019 Diesel Fuel Storage Tank (X187992)
- Building 3135, Sentry Post 8D
- Building 3137, Surface Science Lab
- Building 3145, Low-level Radioactive Waste (LLW) Collection Building

- 3146-80, Level 1 Emergency Generator (X190485)
- 3146-TK, Diesel Fuel Storage Tank (X187993)
- Building 3160, Building 3019 Motor Control Center #1 and #2
- Building 3161, Quality Services Division Storage Building
- Building 3162, Quality Services Division Storage Building

The 3019 Complex is expected to become part of this Contract's scope under Section C.5.3.1 after the incumbent contractor completes uranium-233 processing activities. The desired outcome for the 3019 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.16.1 3019 – Characterization
- C.3.1.16.2 3019 – Preparation for Demolition
- C.3.1.16.3 3019 – Demolition

C.3.1.17 3039 Stack Complex

The 3039 Stack Complex includes the following facilities and structures:

- 3039, Central Radioactive Off-Gas Disposal Facility
- 3092, Off-Gas Scrubber Facility
- Building 3105, Waste Monitoring Control Center
- 3109, Off-Gas Filter –ORRR
- 3110, Building Cell Filter House
- 3125, 3039 Stack Emergency Generator
- 3126, Charcoal Filter (normal off-gas) - ORRR
- 3139, Cell Ventilation Filters ORRR
- 3151, Manhole 25 Monitoring Station 2
- 3158, North Monitoring Building 3025/3026
- 3159, South Monitoring Bldg 3500/4500

The desired outcome for the 3039 Stack Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.17.1 3039 Stack Complex – Characterization
- C.3.1.17.2 3039 Stack Complex – Preparation for Demolition
- C.3.1.17.3 3039 Stack Complex – Demolition

C.3.1.18 Central Stack East Hot Cell Facilities Complex

The Central Stack East Hot Cell Facilities Complex includes the following facilities and structures:

- Building 3027, Dispatch Center
- Building 3027A, Dispatch Center Level 1 (emergency) Generator
- Building 3047, Isotope Technology Building
- 3047-CT, Cooling Tower for 3047

- 3047-GEN, Emergency Generator for 3047
- 3047-TK, Diesel Fuel Storage Tank for 3047
- Building 3104, West Complex Maintenance Shop
- Building 3127 LGWO Documentation Management Storage
- Building 3129, Distributed Energy Communication and Control Annex for Building 3114
- 3154, Manhole 112 Monitoring Station
- 3155, Manholes 114 and 234 Monitoring Station

The desired outcome for the Central Stack East Hot Cell Facilities Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.18.1 Central Stack East Hot Cell – Characterization
- C.3.1.18.2 Central Stack East Hot Cell – Preparation for Demolition
- C.3.1.18.3 Central Stack East Hot Cell – Demolition

C.3.1.19 Experimental Gas-cooled Reactor Complex

The Experimental Gas-cooled Reactor (EGCR) Complex includes the following facilities and structures:

- Building 7600, EGCR Containment Building
- Building 7609, EGCR Stack Monitoring
- Building 7610, Energy Systems Area Storage Building
- 7614, EGCR Exhaust Stack

The desired outcome for the EGCR Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.19.1 EGCR – Characterization
- C.3.1.19.2 EGCR – Preparation for Demolition
- C.3.1.19.3 EGCR – Demolition

C.3.1.20 Integrated Process Demonstration Facility

The desired outcome for Building 7602, the Integrated Process Demonstration Facility, is a decontaminated facility prepared for re-use. This scope includes characterization, abatement of hazardous materials and radiological contamination, and stabilization to enable future re-use.

C.3.1.21 Molten Salt Reactor Experiment Complex

The Molten Salt Reactor Experiment (MSRE) Complex includes the following facilities and structures:

- Building 7503, MSRE
- 7503A, Inactive LLLW Collection Tank
- 7503B, MSRE Septic Tank
- Building 7507, Substores
- Building 7507W, Storage Facility
- Building 7509, MSRE Office Building

- Facility 7511, Filter Pit for MSRE
- Facility 7512, Stack for MSRE
- Building 7514, Filter House for MSRE
- Building 7516, Field Service Shop
- Building 7555, Diesel Generator House for MSRE

The desired outcome for the MSRE Complex is for demolition of all facilities with footprints cleared and stabilized, and completion of environmental media remediation. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.21.1 MSRE – Characterization
- C.3.1.21.2 MSRE – Preparation for Demolition
- C.3.1.21.3 MSRE – Demolition
- C.3.1.21.4 MSRE – Remedial Action

C.3.1.22 Tower Shielding Facilities Complex

The Tower Shielding Facilities Complex includes the following facilities and structures:

- Facility 7700, Four Tower Shielding Facility Towers
- Facility 7700A, Tower Shielding Facility Big Beam Shield and Reactor Turret
- Facility 7701, Tower Shielding Facility Pool
- Building 7702, Control House, Tower Shielding Facility
- Building 7703, Hoist House, Tower Shielding Facility
- Building 7704, Control House, Tower Shielding Facility
- Building 7705, Pump House, Tower Shielding Facility
- Building 7706, Heat Exchanger (Tower Shielding Facility Cooler)
- Building 7707, Battery House, Tower Shielding Facility
- Building 7708, Reactor Shield Storage, Tower Shielding Facility
- Facility 7716, Filter Pump House Main Pool
- Building 7720, Tower Shielding Civil Defense Bunker
- Facility 7760, Process Waste Collection Tank, Tower Shielding Facility

The desired outcome for the Tower Shielding Facilities Complex is demolition of all facilities with footprints cleared and stabilized, and completion of environmental media remediation. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.22.1 Tower Shielding – Characterization
- C.3.1.22.2 Tower Shielding – Preparation for Demolition
- C.3.1.22.3 Tower Shielding – Demolition
- C.3.1.22.4 Tower Shielding – Remedial Action

C.3.1.23 3544 Complex

The 3544 Complex includes the following facilities and structures:

- Building 3544, Process Waste Water Treatment Plant

- Building 3544B, Filter Press Building
- Building 3518, Process Water Neutralization Plant
- Building 3594, Waste Management Storage Building

The desired outcome for the 3544 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.23.1 3544 – Characterization
- C.3.1.23.2 3544 – Preparation for Demolition
- C.3.1.23.3 3544 – Demolition

C.3.1.24 Melton Valley Reactors and Other Facilities Regulatory Decision Documents

The Regulatory Decision Documents include the following facilities and structures:

Reactors:

- Experimental Gas-cooled Reactor Complex
- Health Physics Research Reactor Complex
- Homogeneous Reactor Experiment Complex
- MSRE Complex

Other facilities:

- Hazardous Waste Materials Area
- Melton Valley LGWO Complex
- Solid Waste Storage Area (SWSA) 5 and 6 Complex
- Shielded Transfer Tanks
- Tower Shielding Facility Complex
- Transuranic Waste Processing Complex (TWPC)
- Waste Management Complex
- Integrated Process Demolition Facility (decontamination only)

The desired outcome for the Melton Valley Reactors and Other Facilities Decision Documents is to complete the ROD and Remedial Action Report.

C.3.1.25 Reserved

C.3.1.26 Bethel Valley Groundwater ROD

The desired outcome for the Bethel Valley Groundwater ROD is to obtain an approved ROD for the Bethel Valley Groundwater.

C.3.1.27 ORR Non-watershed Sites ROD

The desired outcome for the ORR Non-watershed Sites ROD is to obtain an approved ROD for the ORR Non-watershed Sites.

C.3.1.28 Hot Storage Garden

The Hot Storage Garden includes the following facilities and structures:

- Facility 3597, Hot Storage Garden

The desired outcome for the Hot Storage Garden is completion of environmental media remediation including the removal and disposition of all ancillary above-grade structures. This cleanup will be accomplished through the following end states, as described in Section C.3.

C.3.1.28.1 Hot Storage Garden – Remedial Action

C.3.1.29 Melton Valley Waste Management Complex

The Melton Valley Waste Management Complex includes the following facilities and structures:

- Building 2660, Office Building
- Building 7572, Contact-handled (CH) TRU Waste Storage Facility
- Building 7574, Nuclear Fuel Services, Inc. Waste Storage Facility
- Building 7934, Controlled Storage Facility

The desired outcome for the Melton Valley Waste Management Complex is demolition of all facilities with footprints cleared and stabilized and completion of environmental media remediation. This cleanup will be accomplished through the following end states, as described in Section C.3.

C.3.1.29.1 Melton Valley Waste Management Complex – Characterization

C.3.1.29.2 Melton Valley Waste Management Complex – Preparation for Demolition

C.3.1.29.3 Melton Valley Waste Management Complex – Demolition

C.3.1.29.4 Melton Valley Waste Management Complex – Remedial Action

C.3.1.30 Shielded Transfer Tanks Disposition

The Shielded Transfer Tanks include the following structures:

- Weather Shelter, open structure
- Shielded Transfer Tank ST1, 500 gallons
- Shielded Transfer Tank ST2, 500 gallons
- Shielded Transfer Tank ST3, 500 gallons
- Shielded Transfer Tank ST4, 500 gallons
- Shielded Transfer Tank ST5, 500 gallons

The desired outcome for the Shielded Transfer Tanks is removal and final disposition as described in Section C.3:

C.3.1.30.1 - Shielded Transfer Tanks Complex Characterization

C.3.1.30.2 - Shielded Transfer Tanks Complex Prep for Demolition

C.3.1.30.3 – Shielded Transfer Tanks Complex Demolition

C.3.1.31 TRU Waste Processing Complex

The TRU Waste Processing Complex includes the following structures:

- Building 7880, Waste Processing Facility
- 7880A, CH Staging Area
- 7880AA, Drum Venting Building
- 7880AB, Mock-up Training Building
- 7880AE, Instrumentation and Electrical Maintenance Shop

- 7880AC, Mobile In Situ Object Counting System
- 7880AD Limited Area 1
- 7880B Personnel Building
- 7880BB, CH Marshaling Building
- 7880B-TK, 7880B Above-ground Sewage Tank
- 7880CC, Project and General Management
- 7880D, Control Room
- 7880DD, Engineering
- 7880E, Boiler Room
- 7880EE, Restroom Facility
- 7880EE-TK, 7880EE Underground Sewage Tank
- 7880F, Air Compressor
- 7880G, Electrical Equipment Building
- 7880H, Backup Diesel Generator
- 7880HH, Macroencapsulation Building
- 7880II, Steel Carport Cover
- 7880JJ, Training Center
- 7880K, Limited Access Gate Trailer
- 7880KK, Operation and Safety Support
- 7880L, DOE Office Trailer
- 7880L-TK, Underground Sewage Tank
- 7880PP, Telecommunications Center
- 7880Q, Restroom Facility
- 7880QQ, Multipurpose Building
- 7880Q-TK, 7880Q Underground Sewage Tank
- 7880RR, Radcon Office
- 7880RR-TK, 7880R Underground Sewage Tank
- 7880S, Backup Air Compressor
- 7880TT, Inventory Control Office
- 7880WW, Diesel Generator
- 7880X, Box Breakdown Area Field Office
- 7880YY, Environmental Control Storage
- 7880Z-TK, 7880-TK Underground Sewage Tank

The desired outcome for the TRU Waste Processing Complex is demolition of all facilities with footprints cleared and stabilized, and completion of environmental media remediation. This cleanup will be accomplished through the following end states, as described in Section C.3.

C.3.1.31.1- TRU Waste Processing Complex Characterization

C.3.1.31.2 - TRU Waste Processing Complex Prep for Demolition

C.3.1.31.3 – TRU Waste Processing Complex Demolition

C.3.1.31.4 – TRU Waste Processing Complex Remedial Action

C.3.1.32 Bethel Valley Process Drain Diversion

The following buildings have been identified as being connected to the process waste system in the 1000 and 3000 Areas and will be reconfigured to divert nonradiological, low-hazard process drains from the Process Waste Treatment Complex to the new ORNL Sanitary Treatment Plant for treatment.

Area 1000:

- Building 1503, Plant Sciences Lab
- Building 1504, Aquatic Ecology Laboratory
- Building 1505, Environmental Sciences Lab
- Building 1506, Controlled Environmental and Animal Building

Area 3000:

- Building 3025E, 3025E Irradiated Material Examination and Testing Hot Cell Facility
- Building 3137, Surface Science Lab
- Building 3525, High Radiation Level Examination Laboratory

The desired outcome is to complete reconfiguration of the wastewater system to reduce the volume of waste delivered to Process Waste Treatment Complex.

C.3.1.33 Bethel Valley Remedial Actions

The Bethel Valley Remedial Actions include the following exposure units:

- Exposure Unit 1
- Exposure Unit 2
- Exposure Unit 3
- Exposure Unit 4
- Exposure Unit 5
- Exposure Unit 6
- Exposure Unit 7
- Exposure Unit 8
- Exposure Unit 9
- Raccoon Creek Stream Reach Exposure Unit
- First Creek Stream Reach Exposure Unit
- Northwest Tributary Stream Reach Exposure Unit
- Fifth Creek Stream Reach Exposure Unit
- White Oak Creek Stream Reach Exposure Unit
- West Bethel Valley Assessment Units 1-4
- West Bethel Valley Assessment Unit 5
- West Bethel Valley Assessment Units 7-8
- Central Bethel Valley Assessment Units 1-2
- Central Bethel Valley Assessment Units 3-6
- East Bethel Valley Assessment Units 1-2
- East Bethel Valley Assessment Units 3-6

- Other Tanks and Pipelines

The desired outcome for the Bethel Valley Sites Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.1.33.1 – Bethel Valley Sites Remedial Action

C.3.1.34 Bethel Valley Non-hydraulic Fracturing Well Plug and Abandon

The Bethel Valley Non-Hydraulic Fracturing Well Plug and Abandon PWS includes 309 wells located throughout the Bethel Valley area.

The desired outcome is to complete the Plug and Abandon actions for the Bethel Valley Non-hydraulic Fracturing Wells.

C.3.1.35 ORR Non-watershed Sites Remedial Action

The ORR Non-watershed Sites Remedial Actions include the following areas:

At ORNL:

- Central Chestnut Ridge Study Area
- Copper Ridge Study Area
- West Haw Ridge/Bearden Creek Watershed Study Area
- West Chestnut Ridge/West Bethel Valley
- Walker Branch Study Area
- High Flux Isotope Reactor Area

At ETPP:

- McKinney Ridge Study Area
- West Black Oak Ridge Study Area
- West Pine Ridge Study Area

The desired outcome for the ORR Non-watershed Sites Remedial Action is to complete environmental media remediation as described in Section C.3.

C.1.35.1 – ORR Non-watershed Sites Remedial Action

C.3.1.36 2007/2008 Complex Demolition

The 2007/2008 Complex includes the following facilities and structures:

- Building 2003, Process Water Control Station
- Building 2007, Calibration Lab
- Building 2008, ORNL Whole Body Counter

The desired outcome for the 2007/2008 Complex is demolition of all facilities in the complex with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.36.1 2007/2008 – Characterization
- C.3.1.36.2 2007/2008 – Preparation for Demolition
- C.3.1.36.3 2007/2008 – Demolition

C.3.1.37 3025 Complex Demolition

The 3025 Complex includes the following facilities and structures:

- Building 3025E, Irradiated Material Examination and Testing Hot Cell Facility
- Building 3025M, Solid State Office and Laboratory Building

The desired outcome for the 3025 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.37.1 3025 Complex – Characterization
- C.3.1.37.2 3025 Complex – Preparation for Demolition
- C.3.1.37.3 3025 Complex – Demolition

C.3.1.38 3525 Complex Demolition

The 3525 Complex includes the following facilities and structures:

- Building 3525, High-Rad Level Examination Laboratory
- Building 3602, Cylinder Tank Storage for Building 3525
- Building 3607, Cask Tool Storage

The desired outcome for the 3525 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.38.1 3525 Complex – Characterization
- C.3.1.38.2 3525 Complex – Preparation for Demolition
- C.3.1.38.3 3525 Complex – Demolition

C.3.1.39 4501/4505 Complex Demolition

The 4501/4505 Complex includes the following facilities and structures:

- Building 4500N, Central Research and Administrative North (prepare for reuse)
- Building 4500S, Central Research and Administrative South (prepare for reuse)
- Building 4501, Radiochemistry Lab
- Building 4505, Experimental Engineering

The desired outcome for the 4501/4505 Complex is removal of legacy materials from Buildings 4500N and 4500S, and demolition of Buildings 4501 and 4505 with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.39.1 4501/4505 Complex – Characterization
- C.3.1.39.2 4501/4505 Complex – Preparation for Demolition
- C.3.1.39.3 4501/4505 Complex – Demolition

C.3.1.40 5505 Demolition

The 5505 facility includes the following building:

- Building 5505, Transuranium Research Lab

The desired outcome for the 5505 facility is demolition of Building 5505 with the footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.40.1 5505 Facility – Characterization
- C.3.1.40.2 5505 Facility – Preparation for Demolition
- C.3.1.40.3 5505 Facility – Demolition

C.3.1.41 6010/7019 Complex Demolition

The 6010/7019 Complex includes the following facilities and structures:

- Building 6010 (and 6010-ACC), Oak Ridge Electron Linear Accelerator
- Building 7019, Research Reactors Division Warehouse Facility - Category C Storage

The desired outcome for the 6010/7019 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.41.1 6010/7019 Complex – Characterization
- C.3.1.41.2 6010/7019 Complex – Preparation for Demolition
- C.3.1.41.3 6010/7019 Complex – Demolition

C.3.1.42 Fire Station Complex Demolition

The Fire Station Complex Demolition includes the following facilities and structures:

- Building 2500, Guard and Fire Headquarters
- Building 2518, Support Services Building
- Building 2523, Decontamination Laundry
- Building 2523A, Decontamination Laundry Annex
- Facility 2572, Emergency Generator for 2500
- Building 2621, Electrical Utilities Shop
- Building 2628, Fire Protection Maintenance Storage

The desired outcome for the Fire Station Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.42.1 Fire Station Complex – Characterization
- C.3.1.42.2 Fire Station Complex – Preparation for Demolition
- C.3.1.42.3 Fire Station Complex – Demolition

C.3.1.43 Health Physics Research Reactor Complex Demolition

The Health Physics Research Reactor Complex includes the following facilities and structures:

- Building 7709, Health Physics Research Reactor
- Building 7710, Dosimetry Applications Research Facility
- Building 7712, Dosimetry Applications Research Low Energy Accelerator
- Building 7735, Radiation Calibration Laboratory

- Building 7758, High Flux Isotope Reactor Parts Storage

The desired outcome for the Health Physics Research Reactor Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.43.1 Health Physics Research Reactor Complex – Characterization
- C.3.1.43.2 Health Physics Research Reactor Complex – Preparation for Demolition
- C.3.1.43.3 Health Physics Research Reactor Complex – Demolition

C.3.1.44 Southeast Contaminated Labs Complex Demolition

The Southeast Contaminated Labs Complex includes the following facilities and structures:

- Building 3523, Electronic Fabrication Shop
- Building 3613, Diversion Box Monitoring Station 3
- Building 3615, Manhole 235 Monitoring Station 5
- Building 3616, Manhole 149 Monitoring Station 6
- Building 3617, Manhole 229 Monitoring Station 7

The desired outcome for the Southeast Contaminated Labs Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.44.1 Southeast Contaminated Labs Complex – Characterization
- C.3.1.44.2 Southeast Contaminated Labs Complex – Preparation for Demolition
- C.3.1.44.3 Southeast Contaminated Labs Complex – Demolition

C.3.1.45 Southeast Services Complex Demolition

The Southeast Services Complex includes the following facilities and structures:

- Building 3501, Sewage Pumping Station
- Building 3502, East Research Service Center
- Building 3502B, Data Concentrator 4 Waste Operations Control Center Data Acquisition System 3502
- Building 3587, Mail Services Building
- Building 3610, Storage Building
- Building 3614, Manhole 190 Monitoring Station
- Building 3618, WC-10 Tank Farm Pumping Station
- Building 3621, Tent, Spill Response Vehicle Shelter

The desired outcome for the Southeast Services Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.1.45.1 Southeast Services Complex – Characterization
- C.3.1.45.2 Southeast Services Complex – Preparation for Demolition
- C.3.1.45.3 Southeast Services Complex – Demolition

C.3.1.46 Bethel Valley Tank Upgrades

The Bethel Valley Tank Upgrades include the following facilities:

- Building, 2531 LLLW Evaporator Building
- Building, 2537 Evaporator Service Tank and Control Room for 2531

The desired outcome for the Bethel Valley Tank Upgrades is to prepare the facility for sludge removal and/or transfer to Melton Valley.

C.3.1.47 Melton Valley Trench 13 Remedial Action

The desired outcome for the Melton Valley Trench 13 Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.1.47.1 Melton Valley Trench 13 Remedial Action

C.3.2 Y-12 Cleanup

As authorized by Task Order, the Contractor shall perform cleanup, including but not limited to the Y-12 facilities, complexes, and areas listed below. Cleanup shall be performed in accordance with the following regulatory documents, as applicable, and may be modified by subsequent regulatory agreements or requirements:

- *Action Memorandum for the Y-12 Facilities Non-Time-Critical Removal Action Deactivation/Demolition Project, Oak Ridge, Tennessee* (DOE/OR/01-2462&D2)
- Record of Decision for Phase I Interim Source Control Actions in the Upper East Fork Poplar Creek Characterization Area, Oak Ridge, Tennessee (DOE/OR/01-1951&D3)
- Record of Decision for Phase II Interim Remedial Actions for Contaminated Soils and Scrapyard in Upper East Fork Poplar Creek, Oak Ridge, Tennessee (DOE/OR/01-2229&D3)

For additional details, refer to Table 2 of Attachment C-1, *Facility and Site List*.

C.3.2.1 Biology Complex

The Biology Complex includes the following facilities and structures:

- Building 9207, Biology
- Building 9207-A, Office Annex
- Building 9210, Mammalian Genetics
- Buildings 9767-06 and 9767-07, Utilities

The desired outcome for the Biology Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for environmental media remediation for future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.1.1 Biology – Characterization

C.3.2.1.2 Biology – Preparation for Demolition

C.3.2.1.3 Biology – Demolition

C.3.2.2 Beta 4 (9204-4) Complex

The Beta 4 (9204-4) Complex is part of the Y-12 former mercury use facilities and includes the following facilities and structures:

- Building 9204-04, Production (Beta 4)

- Building 9501-09, Transformer Vault
- OD-7, Building 9811-1 RCRA Tank Storage Area
- OD-9, Building 9811-8 Waste Oil/Solvent Storage Area

The desired outcome for the Beta 4 (9204-4) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.2.2.1 Beta 4 – Characterization
- C.3.2.2.2 Beta 4 – Preparation for Demolition
- C.3.2.2.3 Beta 4 – Demolition

C.3.2.3 Alpha 5 (9201-5) Complex

The Alpha 5 (9201-5) Complex is part of the Y-12 former mercury use facilities and includes the following facilities and structures:

- Building 9201-05, Production Alpha 5
- Building 9404-18, Demineralizer Facility
- Building 9404-20, Laborer Facility
- Building 9422-13, Storage
- Building 9422-15, Storage
- Building 9422-16, Storm Drain Monitoring
- Building 9622, Warehouse and Industrial
- Building 9976, Utilities
- Building 9983-HF, Decontamination Shower Facility

The desired outcome for the Alpha 5 (9201-5) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.2.3.1 Alpha 5 – Characterization
- C.3.2.3.2 Alpha 5 – Preparation for Demolition
- C.3.2.3.3 Alpha 5 – Demolition

The following buildings **are not** part of the Alpha 5 Complex scope: Building Alpha 5 North and West; Building 9404-13, Pumphouse; Building 9409-13, Cooling Tower; Building 9416-14, Utilities; Building 9416-31, Fire Protection Valve House; Building 9422-16, Storm Drain Monitoring; and Building 9767-13, Chiller Building. These facilities will be retained by the Y-12 Site for operational purposes.

The Contractor shall coordinate closely with the Y-12 M&O contractor to ensure appropriate measures are taken to protect worker health and safety during preparation for demolition and demolition (e.g., requesting the M&O contractor temporarily vacate the facilities), and shall take the necessary actions to protect the structural integrity of Alpha 5 Complex facilities to be retained by the M&O contractor.

The Alpha 5 Complex is currently the utility hub for steam, electricity, and communications (including secured data lines) for the west end of the Y-12 Site. The Contractor shall coordinate timely relocation of these utilities by NNSA and its Y-12 M&O contractor.

C.3.2.4 Alpha 4 (9201-4) Complex

The Alpha 4 (9201-4) Complex is part of the Y-12 former mercury use facilities and includes the following facilities and structures:

- Building 9201-04, Alpha 4 (including East and South Column Exchange, or COLEX, Process Equipment)
- Building 9501-05, Transfer Stations #699 and #674
- Building 9804, Valve House for 9201-04

The desired outcome for the Alpha 4 (9201-4) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.4.1 Alpha 4 – Characterization

C.3.2.4.2 Alpha 4 – Preparation for Demolition

C.3.2.4.3 Alpha 4 – Demolition

C.3.2.5 Alpha 2 (9201-2) Complex

The Alpha 2 (9201-2) Complex is part of the Y-12 former mercury use facilities and includes the following facilities and structures:

- Building 9201-02, Fusion Energy Building
- Building 9501-02, Primary Electric Substation #599
- Building 9732-02, Storage Building

The desired outcome for the Alpha 2 (9201-2) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.5.1 Alpha 2 – Characterization

C.3.2.5.2 Alpha 2 – Preparation for Demolition

C.3.2.5.3 Alpha 2 – Demolition

C.3.2.6 Alpha 3 (9201-3) Complex

The Alpha 3 (9201-3) Complex includes the following facilities and structures:

- Building 9201-3, Maintenance Facility
- Building 9732-3, Painter Facility
- Building 9999-3, Demineralizer Facility

The desired outcome for the Alpha 3 (9201-3) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.6.1 Alpha 3 – Characterization

C.3.2.6.2 Alpha 3 – Preparation for Demolition

C.3.2.6.3 Alpha 3 – Demolition

C.3.2.7 Beta 1 (9204-1) Complex

The Beta 1 (9204-1) Complex includes the following facilities and structures:

- Building 9204-1, Fusion Energy - Eng. Tech.
- Building 9422, Helium Compressor Building
- Building 9501-04, Prime Substation #824

The desired outcome for the Beta 1 (9204-1) Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.7.1 Beta 1 – Characterization

C.3.2.7.2 Beta 1 – Preparation for Demolition

C.3.2.7.3 Beta 1 – Demolition

C.3.2.8 9206 Complex

The 9206 Complex includes the following facilities and structures:

- Building 9206, Production
- Building 9206, Tank Farm
- Building 9768, Utilities
- Building 9720-17, Warehouse and Industrial Building

The desired outcome for the 9206 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.8.1 9206 – Characterization

C.3.2.8.2 9206 – Preparation for Demolition

C.3.2.8.3 9206 – Demolition

C.3.2.9 9213 Complex

The 9213 Complex includes the following facilities and structures:

- Building 9213, Development and Offices
- Building 9703-14, Former Post-3 South Portal
- 9999-02, Motor Generator (9213 Area)

The desired outcome for the 9213 Complex is completion of preparation for demolition of all facilities. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.2.9.1 9213 – Characterization
- C.3.2.9.2 9213 – Preparation for Demolition

C.3.2.10 9401-2 Facility

The 9401-2 Facility includes the following facilities and structures:

- Building 9401-2, Plating Shop and Maintenance

The desired outcome for the 9401-2 Facility is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.10.1 9401-2 – Characterization

C.3.2.10.2 9401-2 – Preparation for Demolition

C.3.2.10.3 9401-2 – Demolition

C.3.2.11 Reserved

C.3.2.12 Reserved

C.3.2.13 Steam Plant Complex

The Steam Plant Complex includes the following facilities and structures:

- Building 9401-03, Old Coal Fired Steam Plant
- Building 9616-09, Steam Plant Wastewater Facility
- Building 9616-10, Bulk Sulfuric Unload Station
- Building 9811-06, Dry Ash Handling Facility
- Building 9811-07, Ash Handling Facility
- Building 9990, Monitoring Station
- Building 999003, Coal Sampling Building

The desired outcome for the Steam Plant Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.13.1 Steam Plant – Characterization

C.3.2.13.2 Steam Plant – Preparation for Demolition

C.3.2.13.3 Steam Plant – Demolition

C.3.2.14 Tank Facilities Complex

The Tank Facilities Complex includes the following facilities and structures:

- Building 9720-44, Shed–Sludge Handling Facility
- Building 9720-45, Liquid Organic Waste Facility
- Building 9809-01, Waste Storage
- Building 9825-01, Waste Storage
- Building 9825-02, Waste Storage

The desired outcome for the Tank Facilities Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.14.1 Tank Facilities – Characterization

C.3.2.14.2 Tank Facilities – Preparation for Demolition

C.3.2.14.3 Tank Facilities – Demolition

C.3.2.15 Upper East Fork Poplar Creek 81-10 Area Remedial Action

The desired outcome for the Upper East Fork Poplar Creek 81-10 Area is to complete environmental media remediation as described in Section C.3.

C.3.2.15.1 Upper East Fork Poplar Creek 81-10 Area – Remedial Action

C.3.2.16 Y-12 Exposure Unit 5

The desired outcome for the Y-12 Exposure Unit 5 is to complete environmental media remediation as described in Section C.3.

C.3.2.16.1 Y-12 Exposure Unit 5 – Remedial Action

C.3.2.17 9401-1 Facility

The desired outcome is demolition of the 9401-1 Facility with a footprint cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

C.3.2.17.1 9401-1 Facility – Characterization

C.3.2.17.2 9401-1 Facility – Preparation for Demolition

C.3.2.17.3 9401-1 Facility – Demolition

C.3.2.18 Nickel Disposition

The desired outcome is final offsite disposition of the nickel inventory stored at the Y9830 Above-ground Storage Facility adjacent to the Environmental Waste Management Facility (EMWMF).

C.3.2.19 Bear Creek Valley Burial Ground ROD

The desired outcome is for an approved ROD for the Bear Creek Valley Burial Ground.

C.3.2.20 Bear Creek Valley Groundwater ROD

The desired outcome is for an approved ROD for the Bear Creek Valley Groundwater.

C.3.2.21 Bear Creek Valley Burial Grounds Remedial Action

The desired outcome for the Bear Creek Valley Burial Grounds Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.2.21.1 Bear Creek Valley Burial Grounds – Remedial Action

C.3.2.22 Bear Creek Valley S-3 Ponds Remedial Action

The desired outcome for the Bear Creek Valley S-3 Ponds Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.2.22.1 Bear Creek Valley S-3 Ponds – Remedial Action

C.3.2.23 Bear Creek Valley White Wing Scrap Yard Remedial Action

The desired outcome for the Bear Creek Valley White Wing Scrap Yard Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.2.23.1 Bear Creek Valley White Wing Scrap Yard – Remedial Action

C.3.2.24 Bear Creek Valley White Wing Scrap Yard ROD

The desired outcome is for an approved ROD for the Bear Creek Valley White Wing Scrap Yard.

C.3.2.25 Chestnut Ridge ROD

The desired outcome is to complete the Chestnut Ridge ROD.

C.3.2.26 Upper East Fork Poplar Creek Soils Remedial Action

The desired outcome for the Upper East Fork Poplar Creek Soils is to complete environmental media remediation as described in Section C.3.

C.3.2.26.1 Upper East Fork Poplar Creek Soils – Remedial Action

C.3.2.27 Bear Creek Valley NT-8 Action Memo and Removal Action

The desired outcome is to complete the Bear Creek Valley NT-8 Action Memo and Remedial Action.

C.3.2.27.1 Bear Creek Valley NT-8 – Remedial Action

C.3.2.28 Chestnut Ridge Remedial Action

The desired outcome for the Chestnut Ridge Remedial Action is to complete environmental media remediation as described in Section C.3.

C.3.2.28.1 Chestnut Ridge – Remedial Action

C.3.2.29 9212 Complex Demolition

The 9212 Complex includes the following facilities and structures:

- Building 9212, Production
- Building 9409-22A, Cooling Tower, 9212
- Building 9409-22B, Cooling Tower, 9212
- Building 9409-22E, Cooling Tower, 9212
- Building 9409-23, Cooling Tower, 9212
- Building 9416-12, Utilities, 9416-12
- Building 9416-28, Fire Protection Valve House (-22 Tower)
- Building 9416-32, Water Treatment and Valve House
- Building 9416-46, Valve House North of 9423
- Building 9423, Material Storage Warehouse
- Building 9721, Office Trailer
- Building 9723-25, Changehouse/Offices
- Building 9767-10, Chiller Building
- Building 9811-09, Transfer Station 9811-9
- Building 9812, Tank Pit
- Building 9815, Nitrate Facility
- Building 9818, Acid Waste Neutralization
- Building 9820, Electrical Storage
- Building 9828-01, Bag Filter System
- Building 9828-02, Probe House
- Building 9828-03, Bag Filter House
- Building 9959-01, Storage
- Building 9980, Process Building
- Building 9981, Physical Testing, X-Ray

- Building 9996, Depleted Uranium Binary
- Building 9999, Motor Generator

The desired outcome for the 9212 Complex is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.2.29.1 9212 Complex – Characterization
- C.3.2.29.2 9212 Complex – Preparation for Demolition
- C.3.2.29.3 9212 Complex – Demolition

C.3.2.30 Y-12 Balance of Facilities

The Y-12 Balance of Facilities includes the following facilities and structures:

- Building 9424-01, Foam House for OD-09
- Building 9424-02, Foam House for OD-10
- Building 9840-04, Drum Cleaning Station
- Building 9983-FX, FRC Field Support Trailer

The desired outcome for the Y-12 Balance of Facilities is demolition of all facilities with footprints cleared, stabilized, and prepared for subsequent environmental media remediation or future use. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.2.30.1 Y-12 Balance of Facilities – Characterization
- C.3.2.30.2 Y-12 Balance of Facilities – Preparation for Demolition
- C.3.2.30.3 Y-12 Balance of Facilities – Demolition

C.3.3 ETPP Cleanup

As authorized by Task Order, the Contractor shall perform cleanup at the ETPP, including but not limited to, the structures and areas listed below. Cleanup shall be performed in accordance with the following regulatory documents, as applicable, and may be modified by subsequent regulatory agreements or requirements:

- *Action Memorandum for the Remaining Facilities Demolition Project at East Tennessee Technology Park, Oak Ridge, Tennessee* (DOE/OR/01-2049&D2)
- *Record of Decision for Interim Actions in Zone 1, East Tennessee Technology Park, Oak Ridge, Tennessee* (DOE/OR/01-1997&D2)
- *Record of Decision for Soil, Buried Waste and Subsurface Structure Actions in Zone 2, East Tennessee Technology Park, Oak Ridge, Tennessee* (DOE/OR/01-2161&D2)
- *Explanation of Significant Differences for the ROD for the Disposal of Oak Ridge Reservation Comprehensive Environmental Response, Compensation, and Liability Act of 1980 Waste, Oak Ridge, Tennessee* (DOE/OR/01-2194&D2)

For additional details, refer to Table 3 of Attachment C-1, *Facility and Site List*.

C.3.3.1 Zone 1 Soil

The desired outcome is completion of ETPP Zone 1 soil environmental media remediation as described in Section C.3.

The Contractor shall complete the soil remedial actions and required regulatory completion documentation associated with the *Record of Decision for Interim Actions in Zone 1, East Tennessee Technology Park, Oak Ridge, Tennessee* (ETTP Zone 1 Final Soils ROD) (DOE/OR/01-1997&D2), including the Remedial Action Report after the final cleanup action is complete.

The Contractor shall prepare the Proposed Plan and ROD for final regulatory decisions for ETTP Zone 1 soils. The Contractor shall complete the soil remedial actions and required regulatory completion documentation in accordance with the ETTP Zone 1 Final Soils ROD.

C.3.3.2 Zone 2 Soil

The desired outcome is completion of ETTP Zone 2 Soil environmental media remediation as described in Section C.3.

Upon the completion of all Zone 2 remedial actions, the Contractor shall prepare the FFA Remedial Action Report summarizing phased construction completion reports that address the scope completed as a result of the *Record of Decision for Soil, Buried Waste and Subsurface Structure Actions in Zone 2, East Tennessee Technology Park, Oak Ridge, Tennessee* (DOE/OR/01-2161&D2).

The Contractor shall complete the soil remedial actions and required regulatory completion documentation associated with the following Zone 2 areas:

- C.3.3.2.1 Zone 2 Southeast Area Exposure Units
- C.3.3.2.2 Zone 2 North-by-Northwest Area Exposure Units
- C.3.3.2.3 Zone 2 K-25 Area Trichloroethylene Plume
- C.3.3.2.4 Zone 2 Balance of K-25 Area Exposure Units

C.3.3.3 Groundwater and Remaining Ecological, Surface Water, and Sediment Remediation

The desired outcomes are approved RODs that define ETTP groundwater and remaining ecological, surface water, and sediment remediation and completion of environmental media remediation as described in Section C.3.

The Contractor shall prepare the necessary CERCLA/FFA documents and conduct the necessary activities to support completion and approval of remaining RODs. These actions may include but are not limited to: preparing/revising Remedial Investigation Work Plans, conducting remedial investigations, preparing Remedial Investigation/Feasibility Study reports, preparing Proposed Plans, Preparing RODs. If the FFA parties agree to pursue interim actions, the Contractor shall prepare interim ROD(s) and complete additional remedial investigation and feasibility studies to support a final ROD.

The Contractor shall complete the groundwater and remaining ecological, surface water, and sediment remedial actions and required regulatory completion documentation in accordance with the approved RODs and shall complete interim actions in accordance with approved interim RODs.

- C.3.3.3.1 ETTP ROD Development
- C.3.3.3.2 ETTP Groundwater and Remaining Ecological, Surface Water, and Sediment Remediation

C.3.3.4 Haul Road and Bridge Removal

The Contractor shall remediate the Haul Road and two bridges (over Highways 58 and 95) between ETTP Portal 5 and the EMWMF. The desired outcome for the Haul Road and Bridge Removal is removal of the bridges and remediation of the Haul Road. This cleanup will be accomplished through the following end states, as described in Section C.3:

- C.3.3.4.1 Haul Road and Bridge – Characterization

- C.3.3.4.2 Haul Road and Bridge – Preparation for Demolition
- C.3.3.4.3 Haul Road and Bridge – Demolition
- C.3.3.4.4 Haul Road and Bridge – Environmental Media Remediation

C.4 CERCLA Disposal Facility Construction (Y-12)

The desired outcome is completed design, construction, and startup of the new onsite CERCLA disposal facility (the EMDF) to support uninterrupted cleanup activities on the ORR.

The EMDF is planned to have a capacity of approximately 2.2 million cubic yards and is planned to be constructed in three phases, as capacity is needed, with each phase encompassing approximately one-third of the total capacity.

The Contractor shall provide documentation and support reviews necessary for DOE to obtain a Disposal Authorization Statement for EMDF per DOE Order 435.1 requirements.

C.4.1 CERCLA Disposal Facility Design

As authorized by Task Order, the Contractor shall complete the design for the EMDF. The Contractor shall meet the requirements of DOE O 413.3, including design reviews and documentation to support attainment of tailored critical decisions (CDs) identified in the Project Execution Plan.

C.4.2 CERCLA Disposal Facility Construction

As authorized by Task Order, the Contractor shall perform construction activities for the EMDF. Construction shall be performed in a manner that ensures continuous waste disposal operations, stakeholder acceptance, and timely regulatory approvals. Construction activities shall also be performed in accordance with regulatory requirements, DOE Order 413.3, and the design.

C.4.3 CERCLA Disposal Facility Startup

As authorized by Task Order, the Contractor shall perform startup activities for the EMDF. Startup shall be performed in a manner that ensures continuous waste disposal operations, stakeholder acceptance, and timely regulatory approvals. Startup activities shall also be performed in accordance with regulatory requirements and DOE Order 413.3, including documentation for CD-4, Approve Start of Operations.

As authorized by Task Order, the Contractor shall provide documentation and support reviews necessary for DOE to obtain a Disposal Authorization Statement per DOE Order 435.1 requirements.

C.5 Mission Support Activities

C.5.1 Liquid and Gaseous Waste Operations and Life Extension (ORNL)

C.5.1.1 Liquid and Gaseous Waste Operations

The desired outcome is safe, reliable, and compliant operation of the ORNL LGWO system for the collection, transfer, storage, treatment, and disposal of LLLW, process wastewater, and gaseous waste generated by DOE-authorized activities.

As authorized by Task Order, the Contractor shall perform facility management (see Table 4 of Attachment C-1, *Facility and Site List*), operation, maintenance, monitoring, waste management, and preparation of required documentation. The Contractor shall plan, manage, and execute maintenance activities in a proactive and strategic manner that minimizes long-term risks and ensures reliable operation of essential systems and facilities. The Contractor shall also implement material actions to reduce the existing facility maintenance backlog and minimize future backlog. The Contractor shall be

knowledgeable of all facility hazards and conditions. The treatment systems primarily serve activities at ORNL; however, other DOE sites and projects (e.g., EMWMF) may use the services of the liquid waste operations through tanker transfers. The Contractor shall coordinate operational plans with the ORNL M&O contractor and other users, as needed.

C.5.1.2 LGWO Infrastructure and Life Extension

The desired outcome is completion of identified necessary life extension repairs and upgrades to ensure long-term reliability of LGWO.

In addition to routine operations and maintenance (described in Section C.5.1.1), LGWO is undergoing life extension repairs and upgrades in response to an engineering evaluation performed in 2016 (*Liquid and Gaseous Waste Operations Engineering Evaluation and Extended Life Study* [STJ-02LGWO-D706]). The Contractor shall implement the following recommendations from the report, or other necessary life extension or risk reduction initiatives, as authorized by Task Order:

- Conduct decommissioning and implement cold stand-by for Building 3544 operations.
- Perform inspection and replacement of piping and pumping systems (above-ground and below-ground).
- Evaluate and clean and reseal diked areas around LGWO systems.
- Evaluate new technologies that could enhance treatment and reduce operations and maintenance costs in the process waste and LLLW systems.
- Implement source reduction recommendations for the LLLW system (e.g., potential elimination of LLLW feeds from 3517, 3092 scrubber).
- Complete the cleanout of contaminated debris from Building 7877, located adjacent to the Melton Valley Storage Tanks.

C.5.2 Transuranic and Solid Waste Debris Storage and Shipment Support (ORNL)

C.5.2.1 Melton Valley Solid Waste Storage Facility Operations and Maintenance

The desired outcome is safe storage of the TRU and legacy waste inventory until disposal at WIPP or other offsite disposal facilities

As authorized by Task Order, the Contractor shall provide safe, compliant, and cost-effective operations and maintenance of the Melton Valley Solid Waste Storage Facilities and storage of solid contact-handled (CH) and remote-handled (RH) TRU waste in RCRA-permitted storage facilities located at ORNL and at the TWPC, and shall facilitate long-term cost reduction by closing each storage facility as inventory is removed. The Contractor shall accept CH and/or RH TRU waste from OREM cleanup and/or other EM sites or facilities for storage and/or disposal as directed by DOE.

The remaining TRU and legacy waste inventory at ORNL and the TWPC is stored and managed primarily in the following facilities:

- 7572 and 7574 CH-TRU Waste Storage Facilities
- 7826 and 7834 Below-grade TRU Waste Storage Cells
- 7855 RH-TRU Cask Bunker
- 7860A RH-TRU Rubb Tent
- 7879 CH-TRU/LLW Staging Storage Facility
- 7883 RH-TRU Cask Bunker

- 7823, 7823B, 7823C, 7823D, and 7823E Waste Storage Facilities
- 7824 and 7826 Waste Storage Facilities
- Portable Unit 1
- CT8-7800 Waste Storage Pad
- 7827 and 7829 RH LLW Storage Wells
- 7822K Radioactive Waste Storage Pad
- 7898A Trench 13
- 7586 RAD Support Trailer
- 7667 Chemical Detonation Facility
- 7823G Crane Storage
- 7824A Waste Examination and Assay Facility Office Trailer
- 7831 Field Office
- 7831F Flammable Storage Unit
- 7860B Retrievable RH TRU Storage Pad
- 7888 Cask Loading facility
- TWPC Buildings: 7880, 7880A, 7880BB, and 7880QQ

The Contractor shall perform CH and/or RH TRU waste transfers and movement, and shall maintain this capability to retrieve waste from accessible ORNL storage facilities and deliver it to the TWPC as required for storage and/or shipment. All transportation activities shall be in compliance with transportation requirements in the Transportation Documented Safety Analysis and applicable regulations. The Contractor shall receive and store newly generated TRU waste from the DOE Office of Science. Upon the Contractor's completion of legacy TRU waste shipments, the ORNL TRU waste storage facilities (containing the stored newly generated waste) will be transferred from OREM to the DOE Office of Science.

The Contractor shall work with the TWPC incumbent contractor to establish a 45-day transition period to assume responsibility for the TWPC upon completion of the incumbent's contract. Upon transfer of the TWPC, the Contractor shall operate and maintain the TWPC to ensure safe interim storage of the remaining CH-TRU and RH-TRU inventory and shall perform all activities necessary to support completion of shipments to the WIPP in accordance with applicable requirements. The Contractor shall serve as the shipper of record for TRU waste shipped for disposal. The Contractor shall coordinate with the Carlsbad Field Office and WIPP for waste transportation, and shall participate in the National TRU Program's corporate board meetings.

C.5.2.2 TRU Shipment Support

The desired outcome is shipment of the CH-TRU and RH-TRU waste inventory to WIPP.

As authorized by Task Order, the Contractor shall perform shipment support activities including but not limited to the following:

- Perform CH-TRU drum movement as needed to support management of materials-at-risk.
- Operate TWPC facility equipment while supporting the WIPP Central Characterization Program for loading and shipment of previously packaged and certified CH-TRU inventory in accordance with the Carlsbad Field Office shipping schedule.

- Operate TWPC facility equipment while supporting the WIPP Central Characterization Program in loading RH-TRU removable lid canisters from RH overpacks into RH-72B casks for shipment in accordance with the Carlsbad Field Office shipping schedule.
- Dispose of RH overpacks and empty concrete overpacks as needed.
- Upon completion of TRU waste shipments, the Contractor shall maintain the TWPC Buildings (7880, 7880A, 7880BB, 7880QQ, and others as directed) in warm standby and integrate them into the Contractor's ORNL surveillance and maintenance (S&M) program (see Section C.5.3.1).

C.5.2.3 TRU Sludge Processing Facility Operations

The TRU Sludge Processing Facility Operations will include activities necessary to complete the TRU sludge solidification campaign including waste certifications and transportation to the Nevada National Security Site disposal site.

C.5.3 ORNL Surveillance and Maintenance of EM Facilities and Sites and Environmental Monitoring

C.5.3.1 ORNL Surveillance and Maintenance

The desired outcome is the ORNL EM excess contaminated facilities maintained in a safe configuration until demolition and/or remediation is complete.

As authorized by Task Order, the Contractor shall perform surveillance and maintenance of ORNL facilities and sites under EM responsibility (see Table 4 of Attachment C-1, *Facility and Site List*), using a graded approach to ensure a safe and stable condition is maintained pending facility demolition and/or site remediation, in accordance with applicable safety, regulatory (i.e., site studies and/or characterization), and security requirements through the Contract period, or until the facilities or sites are dispositioned. The Contractor shall plan, manage, and execute S&M activities in a proactive and strategic manner that minimizes long-term risks and ensures reliable operation of essential systems and facilities.

The Contractor shall provide all necessary S&M activities, which include but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters; hazard identification and control; radiological surveys; facility access and security control; vegetation control; monitoring and repair of landfill caps; fence and gate repairs; subsidence repair; erosion control and repair; waste and debris pickup and disposal; snow removal; roof repair and maintenance; filter testing and replacement; instrument calibration and maintenance; and heating, ventilation, and air conditioning and other building systems (e.g., fire protection) maintenance. The Contractor shall proactively implement material actions to reduce the existing facility maintenance backlog and minimize future backlog. In addition, the Contractor shall characterize and dispose of all wastes generated from S&M activities. The Contractor shall ensure current knowledge and proper management of all facility hazards and conditions. Cleanup actions shall be considered as a viable alternative to continued S&M where appropriate.

The Contractor shall conduct required S&M in compliance with laws, regulations, permits, agreements, DOE Orders, and decision documents. These activities shall ensure that each post-remediation site or facility remains in a safe and stable condition, that monitoring and safety-related systems and equipment remain operable, that site security and access controls are continuously provided, that structural integrity is maintained, and that the requirements of applicable CERCLA decisions are followed.

In addition to the facilities currently included in the ORNL S&M Program, the Building 3019 and Building 2026 complexes may become part of this Contract's S&M scope after the incumbent contractor completes uranium-233 processing activities. When directed by DOE, the Contractor shall work with the Uranium-233 Disposition Project contractor to establish a 45-day transition period in order to assume responsibility for S&M upon completion of the incumbent's contract.

C.5.3.2 ORNL Environmental Monitoring

The desired outcome is the compliant performance of required ORNL environmental monitoring and submittal of ORNL information for environmental monitoring reports as discussed in Section C.5.4.2.

As authorized by Task Order, the Contractor shall conduct required environmental monitoring and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE Orders, and decision documents. The Contractor shall implement the requirements of the *Bethel Valley Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan* (DOE/OR/01-2478) and *Melton Valley Monitoring Plan* (DOE/OR/01-1982&D1/R1), which summarize the performance and baseline environmental media monitoring and engineering controls, land use controls, and land use control verification requirements of the RODs associated with ORNL. The Comprehensive Monitoring Plan shall be revised as necessary to include the requirements identified in approved completion reports and in future RODs.

The Contractor shall monitor all sediment, surface water, and groundwater as required to model contaminant transport, determine remedial effectiveness, and evaluate and determine exit pathways. The Contractor shall also provide the necessary monitoring to ensure effectiveness is maintained following remedial actions. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls, and provide necessary reports on such findings. The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making.

Air, surface water, and groundwater shall be monitored as appropriate to verify compliance with applicable or relevant and appropriate requirements (ARARs) and to verify offsite contaminant releases are at acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides such as metals, organics, and polychlorinated biphenyls [PCBs]) shall be performed to ensure that remedial actions are protective of human health and the environment.

The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

C.5.3.3 Molten Salt Reactor Experiment Enhanced Maintenance

The desired outcome is the completion of necessary life extension repairs and upgrades to reduce risks and maintain the MSRE facility in a safe state until decontamination and demolition.

In addition to routine S&M (described in Section C.5.3.1), the MSRE is undergoing life extension repairs and upgrades in response to, and consistent with, the engineering evaluation *Molten Salt Reactor Experiment Engineering Evaluation and Extended Life Study* (STJ-02MSRE-D992) performed in 2016. The Contractor shall implement the following recommendations from the report, or other necessary life extension repairs and risk reduction initiatives, as authorized by Task Order:

- (a) Complete upgrades to provide continuous ventilation of the tanks, eliminating the need for periodic pump down to remove hazardous gases.
- (b) Complete upgrade of electrical systems for critical components and shut down non-critical systems.
- (c) Complete actions necessary to ensure long term stability of the facility, as necessary.

C.5.4 Y-12 Surveillance and Maintenance of EM Facilities and Sites and Environmental Monitoring

C.5.4.1 Y-12 Surveillance and Maintenance

The desired outcome is the Y-12 EM excess contaminated facilities maintained in a safe configuration until demolition and/or remediation is complete.

As authorized by Task Order, the Contractor shall perform S&M of EM-owned Y-12 facilities and sites (see Table 5 of Attachment C-1, *Facility and Site List*), using a graded approach, to ensure a safe and stable condition pending facility demolition and/or site remediation in accordance with applicable safety, regulatory (including site studies and/or characterization), and security requirements throughout the Contract period or until the facilities or sites are dispositioned. The Contractor shall plan, manage, and execute S&M activities in a proactive and strategic manner that minimizes long-term risks and ensures reliable operation of essential systems and facilities.

The Contractor shall provide all necessary S&M activities, which include but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters; hazard identification and control; radiological surveys; facility access and security control; vegetation control; monitoring and repair of landfill caps; fence and gate repairs; subsidence repair; erosion control and repair; waste and debris pickup and disposal; snow removal; roof repair and maintenance; filter testing and replacement; instrument calibration and maintenance; and maintenance of heating, ventilation, and air conditioning and other building systems (e.g., fire protection). The Contractor shall proactively implement material actions to reduce the existing facility maintenance backlog and minimize future backlog. In addition, the Contractor shall characterize and dispose of all waste generated from S&M activities. The Contractor shall ensure current knowledge and proper management of all facility hazards and conditions. Cleanup actions shall be considered as a viable alternative to continued S&M where appropriate.

The Contractor shall conduct required S&M in compliance with laws, regulations, permits, agreements, DOE Orders, and decision documents. These activities shall ensure that each post-remediation site or facility remains in a safe and stable condition, that monitoring and safety-related systems and equipment remain operable, that site security and access controls are continuously provided, that structural integrity is maintained, and that the requirements of applicable CERCLA decisions are followed.

C.5.4.2 Y-12 Environmental Monitoring

The desired outcome is compliant performance of required Y-12 environmental monitoring and the submittal of required environmental monitoring reports for the ORR.

As authorized by Task Order, the Contractor shall conduct required environmental monitoring and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE Orders, and decision documents. The Contractor shall implement the requirements of the *Bear Creek Valley Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan* (DOE/OR/01-2457&D3), *East Fork Poplar Creek and Chestnut Ridge Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan* (DOE/OR/01-2466&D4), and *Lower Watts Bar Reservoir and Clinch River/Poplar Creek Watershed Remedial Action Report Comprehensive Monitoring Plan* (DOE/OR/01-1820&D3), which summarize the performance and baseline environmental media monitoring and engineering controls, land use controls, and land use control verification requirements of the RODs associated with Y-12. The Comprehensive Monitoring Plan shall be revised as necessary to include the requirements identified in approved completion reports and in future RODs.

The Contractor shall coordinate EM Program environmental monitoring throughout the ORR and monitor all sediment, surface water, and groundwater as required to model and determine contaminant transport,

determine remedial effectiveness, and evaluate and determine exit pathways. The Contractor shall also provide the necessary monitoring to ensure effectiveness is maintained following remedial actions. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls, and provide necessary reports on such findings. The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors and to support future decision-making.

Air, surface water, and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify offsite contaminant releases are at acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides such as metals, organics, and PCBs) shall be performed to ensure that remedial actions are protective of human health and the environment.

The Contractor shall prepare required ORR environmental monitoring reports including but not limited to the Remediation Effectiveness Report, the Annual Site Environmental Report, and CERCLA five-year reviews. The Contractor shall submit the environmental monitoring reports in sufficient time to meet regulatory commitments.

The Contractor shall coordinate, plan, and implement groundwater activities consistent with the Groundwater Remediation Strategy. This may include, but is not limited to groundwater modeling, monitoring, and analysis of pathways. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

C.5.5 CERCLA Disposal Facilities and ORR Landfills Management and Operations (Y-12)

The desired outcome is the continuous, compliant, and cost-effective operation and maintenance of the OREM onsite waste disposal facilities.

C.5.5.1 EMWMF and EMDF Management, Waste Acceptance Criteria Attainment, and Operations

The EMWMF currently provides disposal capacity for CERCLA waste resulting from ORR projects and activities. The planned construction of the EMDF (see Section C.4) will increase the onsite ORR disposal capacity without interruption.

As authorized by Task Order, the Contractor shall operate and maintain the EMWMF (see Table 5 of Attachment C-1, *Facility and Site List*) and EMDF (when constructed) for disposal of waste from all ORR CERCLA projects and activities in accordance with DOE Order 435.1, applicable Disposal Authorization Statements, appropriate CERCLA decision documents, applicable FFA primary documents, and Section J, Attachment J-2, *Requirements Sources and Implementing Documents*. Responsibilities include, but are not limited to:

- Placement of received waste materials in compliance with all approved operating requirements and the ROD
- Operation and maintenance of the facilities in accordance with applicable regulatory requirements, well sampling and monitoring to ensure integrity of liner systems, maintenance of an enhanced operational cover to minimize the volume of water coming in contact with waste, management of water to maintain facility operations, and closure of existing cells in compliance with applicable regulatory requirements and DOE directives
- Management of the WAC process in accordance with approved plans and procedures to maintain compliance with regulatory requirements while ensuring effective use of disposal capacity

- Assisting waste generators with preparation of waste lot profiles and review and approval of WAC compliance for all waste-generating projects
- Integration of waste generation forecast information from all generating projects into the waste generation forecasting and waste shipment forecasting systems
- Preparation of the annual phased construction completion report that summarizes CERCLA disposal facility capacity utilization during the previous year and forecasts remaining capacity and utilization rates

C.5.5.2 ORR Sanitary, Industrial, and Construction and Demolition Landfills

As authorized by Task Order, the Contractor shall operate and maintain the following sanitary and industrial landfills and spoils areas (see Table 5 of Attachment C-1, *Facility and Site List*):

- Landfill IV, which accepts classified industrial and institutional solid waste
- Landfill V, which accepts sanitary and industrial solid waste
- Landfill VII, which accepts construction and demolition solid waste
- Spoils Area, which accepts clean, suitable sanitary and industrial earthen fill material that would otherwise consume valuable landfill volume
- Excess Spoils Areas (Landfills V and VII)

The landfills and spoils areas shall be operated in accordance with permits, regulations, and DOE Orders. The Contractor shall accept and disposition waste meeting the relevant WAC for each landfill from approved ORR generators.

The Contractor shall be responsible for the design and expansion (construction) of the ORR landfills as required to maintain adequate disposal capacity.

C.5.6 Outfall 200 Mercury Treatment Facility (Y-12)

The desired outcome is successful commissioning and subsequent reliable operations of the Outfall 200 MTF.

The Outfall 200 MTF is being constructed as part of CERCLA actions to reduce mercury levels in East Fork Poplar Creek. The objective is compliance with ambient water quality criteria and assistance in controlling mercury discharges during cleanup of the West End Mercury Area.

As authorized by Task Order, the Contractor shall accept operational responsibility for the Outfall 200 MTF from the DOE prime construction contractor upon certification by the Contractor's test director (See Section C.5.6.1, *MTF Construction Support*) that construction system acceptance testing and contractor demobilization have been successfully completed. Systems and facility turnover may occur in phases and the Contractor may be requested to accept operational responsibility for systems and facilities as they are turned over from the DOE prime construction contractor prior to full operational responsibility for the Outfall 200 MTF.

Roles and responsibilities for the contractor entities involved in the MTF are summarized in Section J, Attachment J-3, *Site Services and Interface Requirements*.

C.5.6.1 MTF Construction Support

The Contractor shall provide construction support to OREM during the MTF construction by another OREM prime contractor. Roles and responsibilities for the contractor entities involved in the MTF are summarized in Section J, Attachment J-3, *Site Services and Interface Requirements*.

Title III Services During Construction:

During construction, the Contractor shall provide Title III engineering services defined as processing field changes, providing facility safety support for design changes, and developing engineering as-built drawings.

Project Management and Oversight Support During Construction:

During construction, the Contractor shall provide ongoing project management support for construction management and integration functions including scheduling; cost and progress control, tracking, and reporting; and risk management. The Contractor shall also provide assistance to OREM for document control and management for non-business-sensitive documents during the balance of the MTF construction contract. The Contractor shall provide support to OREM for construction management and oversight during MTF construction. This includes providing onsite administration and support to DOE in oversight; supporting progress meetings and reporting; reviewing contractor submittals during MTF construction; monitoring the construction contractor's adherence to contract requirements (including the construction contractor's factory acceptance testing and construction acceptance testing), policies, and procedures; performing special inspections; and assisting with oversight of environmental compliance and quality assurance activities through closeout of the MTF construction contract. The Contractor shall prepare an FFA phased construction completion report for regulatory approval.

Acceptance Testing:

The Contractor shall prepare and revise, if necessary, acceptance test procedures in accordance with the *Outfall 200 Mercury Treatment Facility, Startup Test Plan* (UCOR-4931); provide a test director and provide test engineers during system acceptance testing (acceptance tests will be conducted by the construction contractor); prepare the system acceptance test reports; and perform special inspections. The test director shall certify and present test reports upon successful completion of the construction system acceptance testing.

Checkout, Testing and Commissioning Plan:

The Contractor shall prepare a commissioning plan including a commissioning schedule, operational testing and inspection plans, operational test procedures, and operational inspection and acceptance reports. The Contractor shall implement the checkout, testing, and commissioning plan under Section C.5.6.2.

C.5.6.2 MTF Checkout, Testing, and Commissioning

The Contractor shall perform the following activities as part of facility acceptance, commissioning, and transition to operations:

- Receive the construction transition package from the DOE prime construction contractor and accept responsibility for the facility upon final demobilization of the construction contractor (turnover).
- Perform operational planning, preparation, and walkdown of procedures and other work control documentation to Contractor requirements.
- Establish safety documentation for facility operations, perform any necessary additional system operability testing, establish any necessary support contracts for materials and services, and order initial inventories of treatment chemicals, waste containers, and any other materials or equipment necessary for operation.
- Implement the Checkout, Testing, and Commissioning Plan prepared under Section C.5.6.1, including operations acceptance testing (hot tests) to demonstrate fully integrated system functionality and validate plant operating procedures.

- Undergo a readiness activity prior to startup and operation of the facility in accordance with initial operation of a non-nuclear facility.
- Prepare CD-4, Approve Start of Operations, documentation for DOE approval.
- Develop a transition to operations plan that describes the process for implementing the transition to operations activities.

C.5.6.3 MTF Operations

The Contractor shall operate and maintain the MTF to treat Outfall 200 effluent water in accordance with applicable regulatory requirements. The Contractor shall develop and implement a monitoring plan in accordance with the *Amendment to the Record of Decision for Phase I Interim Source Control Actions in the Upper East Fork Poplar Creek Characterization Area, Oak Ridge, Tennessee* (DOE/OR/01-2697&D2) to ensure treatment optimization, evaluate the effectiveness of treatment on mercury levels at East Fork Poplar Creek, and evaluate compliance with the ROD. The Contractor shall prepare monitoring and operational data reports and information required to respond to inquiries from regulators and other stakeholders.

C.5.7 ETTP Site Closure, Historic Preservation, Surveillance and Maintenance, and Environmental Monitoring

The desired outcome is closure of ETTP as a DOE site and implementation of historic preservation commitments, surveillance and maintenance, and environmental monitoring responsibilities.

C.5.7.1 ETTP Site Closure

As authorized by Task Order, the Contractor shall be responsible for supporting ongoing DOE responsibilities associated with the transfer of infrastructure and real property at ETTP.

The Contractor shall perform the following activities, including but not limited to:

- Meeting DOE obligations under existing agreements with the City of Oak Ridge and providing support to DOE for negotiating new agreements or renegotiating existing agreements, as necessary
- Preparing the FFA Removal Action Report summarizing phased construction completion reports that address the scope completed as a result of the *Action Memorandum for the Remaining Facilities Demolition Project at East Tennessee Technology Park, Oak Ridge, Tennessee* (DOE/OR/01-2049&D2)
- Performing radiological surveys in accordance with DOE release criteria
- Performing repairs and/or modifications along Poplar Creek and the Clinch River to ensure safe configuration
- Collecting samples and shipping sludge from an off-site water treatment plant for treatment and disposal as needed
- Removing, repairing, reconfiguring, and/or replacing site infrastructure including above-ground and underground utilities, roads, fences, and other elements to ensure compliance with applicable codes, or as required to support transfer and as directed by DOE
- Relocating or dispositioning remaining excess personal property, materials, and equipment consistent with DOE Directives, applicable regulations, and external agreements
- Demobilizing ETTP site operations including personnel, support structures, and equipment in a manner that effectively supports execution of cleanup scope at ORNL and Y-12

C.5.7.2 ETPP Historic Preservation

The K-25 Building footprint is part of the Manhattan Project National Historical Park. The desired outcome is completion of the remaining stipulations of the *Memorandum of Agreement for Decommissioning and Demolition of the K-25 Site and Interpretation of the East Tennessee Technology Park on the Oak Ridge Reservation*.

As authorized by Task Order, the Contractor shall complete delineation of the K-25 footprint and fabricate and install wayside exhibits. The Contractor shall also manage ETPP historic preservation artifacts, maintain a database of identified artifacts, and support DOE in property movements for excess artifacts not retained, as described in the Memorandum of Agreement. As authorized by Task Order, the Contractor shall complete design and construction of facilities and exhibits necessary to meet DOE historic preservation obligations at ETPP.

C.5.7.3 ETPP Surveillance and Maintenance, and Environmental Monitoring

As authorized by Task Order, the Contractor shall perform surveillance and maintenance for ETPP areas that remain under DOE control, on which buried wastes remain, or that host ongoing groundwater remediation operations (see Table 3 of Attachment C-1, *Facility and Site List*). Surveillance and maintenance activities include, but are not limited to, inspections, land use control administration, environmental media monitoring, monitoring well maintenance, site mowing, snow and ice removal from sidewalks and parking areas, sidewalk and parking lot repairs, site utilities, historic preservation facility operations, and long-term remedy (chromium pump and treat system) operation and maintenance, and reporting.

As authorized by Task Order, the Contractor shall implement the requirements of the *East Tennessee Technology Park Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan* (DOE/OR/01-2477&D3), which summarizes the performance and baseline environmental media monitoring and engineering controls, land use controls, and land use control verification requirements from the RODs associated with ETPP. The Comprehensive Monitoring Plan shall be revised as necessary to include the requirements identified in approved completion reports and in future RODs. Should the RODs associated with ETPP be changed or modified for any reason, the Contractor shall implement those modified or changed requirements as applicable.

The Contractor shall conduct required S&M, environmental monitoring, and reporting for remediated sites (see Table 3 of Attachment C-1, *Facility and Site List*) in compliance with laws, regulations, permits, agreements, DOE Orders, and CERCLA decision documents to ensure the requirements of applicable CERCLA decisions are followed. The Contractor shall maintain and implement a ground excavation and penetration permitting process that ensures necessary measures are taken prior to performing ground excavation or penetration to avoid impacts to or from active underground utilities, underground inactive structures, residual contamination, and/or hazardous waste. The Contractor shall perform all required sediment, surface water, and groundwater monitoring, determine remedial effectiveness, and evaluate exit pathways. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls, and provide necessary reports on such findings. These activities collectively are intended to ensure that each post-remediation site or facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, security and access controls are continuously provided, and structural integrity is maintained, as applicable.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors and to support future decision-making. Surface water and groundwater shall be monitored as appropriate to verify compliance with ARARs and reduction of offsite contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including

sampling for radionuclides and non-radionuclides such as metals, organics, and PCBs) shall be performed to ensure remedial actions are protective of human health and the environment.

The Contractor shall provide ETP updates to required environmental monitoring reports including but not limited to the Remediation Effectiveness Report, the Annual Site Environmental Report, and CERCLA five-year reviews.

C.5.8 Legacy Waste Disposition

The desired outcome is the efficient disposition of legacy waste as listed in Section J, Attachment J-12, *Difficult to Dispose of Waste* and in accordance with the *Site Treatment Plan for Mixed Wastes on the U.S. Department of Energy Oak Ridge Reservation*, as applicable. These wastes include, but are not limited to:

- Shielded transfer tanks
- Casks and containers stored on the 7822-K pad
- Dioxin and furan-coded waste
- Mercury
- Radioisotope thermoelectric generators
- Sodium and lithium hydride shields

These wastes and materials have been accumulated for treatment and disposal pending development of appropriate technologies, availability of disposal sites, and/or availability of funding. The Contractor shall treat and/or dispose of these wastes as authorized by Task Order.

C.5.9 Infrastructure Enhancements

C.5.9.1 Infrastructure for ORNL and Y-12 Cleanup

The desired outcome is infrastructure that will house the cleanup workforce, provide equipment and material laydown areas, and support work activities for the ORR Cleanup Contract scope.

As authorized by Task Order, the Contractor shall design, construct, and/or provide for new infrastructure or expansion of existing infrastructure.

C.5.9.2 Design Basis Threat Mitigation

The desired outcome is compliance with DOE Order 470.3, *Design Basis Threat (DBT) Order*.

As authorized by Task Order, the Contractor shall complete security risk assessments and vulnerability analyses and implement approved strategies to mitigate the risk of design basis threats pursuant to DOE Order 470.3.

C.6. Core Functions

The following sections define the programs that must exist to safely and effectively perform the cleanup mission of the ORR Cleanup Contract. The requirements and associated implementing instructions established under these programs shall be applied to all work included in the PWS.

The desired outcome is the efficient performance of general program infrastructure and support activities necessary for the execution of the ORR Cleanup Contract, as authorized by Task Order.

C.6.1 Central Services

C.6.1.1 Project Support Performance Requirements

The following sections define the programs that must exist to safely and effectively perform the cleanup mission for the ORR Cleanup Contract and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

Project Management

- (a) Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, disciplined change control processes, and service level agreements.
- (b) The Contractor shall prepare and submit for DOE approval a project management plan consistent with the requirements in DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*. The capital asset projects do not need to be standalone project management plans and instead may be an appendix to the project management plan.
- (c) The Contractor shall provide all management and technical information to:
 - (1) Meet the requirements of DOE Order 413.3, when applicable.
 - (2) Support the budget formulation activities, including but not limited to emerging work items list, budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations such as public and regulatory briefings, etc.
 - (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS) and the Project Assessment and Reporting System (PARS II). Data for all scope authorized by Task Order, including operations activities and capital projects less than \$50 million or prior to CD-2, shall be uploaded into PARS II in accordance with the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Project Management.
 - (4) Ensure transparency in project performance and efficiency in project execution.
 - (5) Support audits, evaluations, and external technical reviews.
 - (6) Support other DOE project performance assessments and information needs.
- (d) All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

Project Integration and Control and Earned Value Management

- (a) The Contractor shall provide an Earned Value Management System (EVMS) Description that complies with the requirements of Section H clause *Earned Value Management System*, the *Electronic Industries Alliance EIA-748 Earned Value Management System Acceptance Guide* and *EIA-748 Earned Value Management Intent Guide*, and DOE Order 413.3.
- (b) The EVMS Description shall describe the management processes and controls that shall be used to implement a compliant EVMS, manage and control work, and complete Contract requirements.
- (c) The EVMS Description shall include:

- (1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Performance Measurement Baseline (PMB)
 - (2) Identification of the systems, tools and software, and integration of these systems with the work breakdown structure (WBS) and accounting systems and data
 - (3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control
 - (4) The Contractor's project baseline change control process
 - (5) The Contractor's process for handling changes that are only impacts to costs and are not identified as a schedule impact
 - (6) The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel
 - (7) A list of project software the Contractor proposes to use for project control
- (d) The Contractor shall comply with the requirements of the Section H Clause, DOE-H-2024, *Earned Value Management System* and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent third party selected by the DOE Office of Project Management. Upon completion of the evaluation and closure of all corrective actions, DOE Office of Project Management will certify the Contractor's EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE Office of Project Management may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.
- (e) The Contractor shall also flow down EVMS requirements in accordance with the Section H Clause, DOE-H-2024, *Earned Value Management System*.

Performance Measurement Baseline

- (a) The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract; informs and is integrated with other site contractors' life-cycle scope, schedule, and cost baseline, as applicable; and enables safe, effective, and efficient advancement and completion of the site mission.
- (b) The PMB shall include the following:
- (1) Technical Scope: The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - (i) Contract PWS and other sections that define work scope and requirements
 - (ii) Waste site and facility lists
 - (iii) Approved interface agreements
 - (iv) WBS dictionary sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number)
- (c) The PMB shall comply with the following requirements:

- (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:
 - (i) Estimating
 - (ii) Scheduling
 - (iii) Budgeting
 - (iv) Project performance reporting (as required under this contract)
- (2) Control accounts within the WBS shall be identified.
- (3) The baseline and management thereof shall comply with EIA-748 *Earned Value Management Systems* and DOE Order 413.3.
- (d) The schedule shall comply with the following requirements:
 - (1) All significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments, and government-furnished services and information dependencies shall be included.
 - (2) The schedule shall be an activity-based, resource-loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.
 - (3) The schedule shall include earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.
 - (4) Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and be able to provide earned value reporting in compliance with EIA-748.
 - (5) The PMB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
 - (6) The method used to determine earned value shall be identified for each control account.
 - (7) The schedule shall be accessible to DOE upon request.
- (e) The PMB shall be logically tied, driven, and integrated with:
 - (1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements
 - (2) DOE, congressional, regulatory, and external commitments
 - (3) Performance milestones including contract performance incentives and other performance measures established by DOE
- (f) Performance Measurement Baseline Submittals
 - (1) The Contractor shall develop and submit an initial PMB that is representative of the initial Task Order scopes of work. Subsequent updates to the PMB will occur as each Task Order is negotiated and awarded and implemented into the PMB. These proposed PMB updates, for additional Task Order work only, will be submitted as part of the task ordering process to the CO for DOE and Contractor negotiation and DOE approval as part of the Contractor's Task Order

Proposals. The Contractor shall comply with the requirements of Section H, *Task Ordering Procedure*. The Contractor shall also follow the requirements of their EVMS Description requirements for baseline change control process.

- (2) The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.
- (3) The Contractor shall provide additional data that may be required by DOE for development of the site-wide life-cycle baseline and DOE Integrated Master Plan (IMP).
- (4) The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board review of the initial submittal of the PMB and follow-on reviews of annual updates.

C.6.1.2 Project Performance Reporting

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution; project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs.

Monthly Performance Report

- (a) The Contractor shall submit and transmit to DOE a monthly performance report representing the prior month's performance by the 12th Government work day of the following month.
- (b) The monthly performance report shall include a summary of overall Contract performance and a separate report for each of the major work scopes and projects at the PWS level shown in Section C.
- (c) The summary of overall Contract performance shall include:
 - (1) Key accomplishments
 - (2) Major issues including actions required by the Contractor and DOE
 - (3) Analysis of funds expenditure, with projections for the Project by fiscal year and life of the Contract
 - (4) Technical scope, schedule, and cost variance analysis, including implications to near-term and long-term milestones and deliverables at risk of being missed
 - (5) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions
 - (6) Information on any safety or quality matters that emerged or persisted during the reporting month
- (d) Each of the major project reports shall include:
 - (1) Project manager's narrative assessment including:
 - (i) Significant accomplishments and progress towards completion of project goals and objectives
 - (A) Key risks and challenges
 - (B) Evaluation of safety performance (including Integrated Safety Management Systems metrics and all recordable injuries, lost-time injuries, and near misses)

- (2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H clause entitled Subcontracted Work
- (3) Project baseline performance including EVMS information using the following Office of Management and Budget Contract Performance Report formats (DID-MGMT-81466):
 - (i) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure
 - (ii) Format 2, DD Form 2734/2, Mar 05, Organizational Categories
 - (iii) Format 3, DD Form 2734/3, Mar 05, Baseline
 - (iv) Format 4, DD Form 2734/4, Mar 05, Staffing
 - (v) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis
- (4) Contract Performance Reports provided in the format forms referenced in Integrated Program Management Report Data Item Description DI-MGMT-81861 unless the Contract specifies otherwise
- (5) Contract Funds Status Report provided in accordance with Data Item Description, DI-MGMT-81468, Contract Funds Status Report, or equivalent
- (6) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones
- (7) Contract estimates to complete and estimates at completion
- (8) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve
- (9) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks; and potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation
- (10) The project risk assessment to identify the engineering and technology to reduce the risk and uncertainty with the project
- (11) Actions required by DOE, including government-furnished services and information and DOE decisions

Project Review Meetings

The Contractor shall participate in recurring contract and project reviews and be prepared to address any of the information in the monthly report and other information as requested by DOE. A contract or project status meeting shall be conducted at DOE's request to provide interim updates and address issues.

Cost Estimating

- (a) Cost estimates shall be credible, well documented, accurate, and comprehensive.
- (b) Contractor-developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H, *Cost Estimating System Requirements* and Section H,

Task Ordering Procedure of this Contract and using *The Twelve Steps of a High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

Scheduling

- (a) The Contractor shall support DOE in the development and maintenance of the DOE IMP through the use of a DOE-provided standardized coding structure. The Contractor's PMB and Integrated Master Schedule (IMS) shall utilize the DOE-provided coding structure to integrate the Contractor's activities and capital asset projects into the DOE IMP. The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS to construct the IMP.
- (b) The Contractor shall develop the IMS in accordance with the *National Defense Industrial Association's Planning & Scheduling Excellence Guide* (v3.0), and *EIA748 Guidelines*. The Contractor's IMS shall be resource loaded.

Risk Management

- (a) Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other site contractors, as applicable. The conduct of risk management shall result in risk-informed prioritization of program, project, and infrastructure investments that facilitate successful project execution and program management.
- (b) The Contractor shall implement a risk management program in compliance with DOE Order 413.3 and DOE Policy Requirements for Management of the Office of Environmental Management's Cleanup Program. The Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO 09 3SP in its risk management process.
- (c) The Contractor shall submit a Risk Management Plan to DOE for approval. The capital asset projects do not need to be standalone risk management plans and instead may be an appendix to the Risk Management Plan. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting, and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.
- (d) The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, as applicable, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

C.6.1.3 Health and Safety

The desired outcomes are health and safety programs that prevent and/or reduce occupational injuries, illnesses, and accidental losses by providing a safe and healthy workplace.

The Contractor shall provide for health programs, ambulatory care, and emergency care. In addition, the Contractor shall provide for worker health surveillance and personnel monitoring programs, which include but are not limited to lead, mercury, asbestos, beryllium, and radiation. These services are required to assess, monitor, record data, and provide medical support for current site workers who are or may be exposed to radiological and hazardous materials. The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE. Medical records shall be maintained in accordance with 10 *CFR* 851 and 29 *CFR* 1910.1020.

The Contractor shall provide the following classes of examinations for initial and continuing assessment of employee health: pre-placement in accordance with the Americans with Disabilities Act (42 United States Code 12101), qualification examinations, fitness for duty, medical surveillance and health monitoring, return-to-work health evaluations, and termination examinations. The occupational medical services shall be informed of job transfers and will determine whether a medical evaluation is necessary. The physician responsible for the delivery of medical services or his/her designee will inform Contractor management of appropriate employee work restrictions.

The Contractor shall provide comprehensive health screening and medical surveillance services for certain OREM Federal employees, identified by OREM management, who conduct oversight of DOE contractor work activities. Services shall include the requirements of 10 *CFR* 851, *Worker Safety and Health Program*, for an Occupational Medicine Program, which include medical surveillance for programs such as Hearing Conservation, Respiratory Protection, Bloodborne Pathogens, and Hazardous Waste Operations and Emergency Response (HAZWOPER).

The Contractor shall meet occupational safety and health requirements (including but not limited to integrated safety management, general safety, industrial safety, electrical safety, fire protection, construction safety, firearms safety, explosives safety, industrial hygiene, pressure safety, and motor vehicle safety) for EM program operations and conditions. Occupational safety requirements (including but not limited to 10 *CFR* 851, 29 *CFR* 1910, and 29 *CFR* 1926) are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.4 Radiation Protection

The desired outcome is an effective radiation protection program that is protective of the workforce and the public through the use of an effective as-low-as-reasonably-achievable process.

As required in Section J, Attachment J-7, *Contract Deliverables*, the Contractor shall prepare and submit a Radiation Protection Program that is consistent with 10 *CFR* 835, *Occupational Radiation Protection Program* and DOE Order 458.1, *Radiation Protection of the Public and the Environment*. The Contractor shall conduct site activities in compliance with the DOE-approved Radiation Protection Program to minimize occupational exposure to ionizing radiation. The as-low-as-reasonably-achievable process shall be applied to EM program activities. The Contractor shall also provide radiation exposure monitoring (i.e., dosimetry) and reporting services for OREM representatives and others, as required. Radiation protection requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.5 Nuclear Safety

The desired outcome is a compliant nuclear safety program that ensures proper management and safe activities in OREM nuclear facilities.

The Contractor shall develop and maintain safety bases for nuclear facilities, operations, and activities consistent with 10 *CFR* 830, *Nuclear Safety Management*. Readiness determinations for restart of activities and for startup of new activities shall be conducted in accordance with DOE Order 425.1, *Verification of Readiness to Start Up or Restart Nuclear Facilities* to demonstrate readiness to safely start the activity. Nuclear safety requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.6 Nuclear Criticality Safety

The desired outcome is a compliant nuclear criticality safety program that prevents nuclear criticality accidents and provides proper mitigation of consequences from a nuclear criticality accident.

The Contractor shall establish and maintain a criticality safety program that (1) applies to fissionable materials that are produced, processed, stored, transferred, disposed of, or otherwise handled, (2) evaluates and documents operations with fissionable materials that pose a criticality accident hazard, (3) utilizes a graded approach, (4) provides for prevention and mitigation of consequences to personnel and property from a criticality accident, and (5) addresses nuclear safety requirements established by laws and regulations. Nuclear criticality safety requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.7 Safety Culture

The desired outcome is a strong safety culture and a safety-conscious work environment. The Contractor shall:

- (a) Adopt and continuously improve organizational culture (Site core values and behaviors), 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 (ECP); the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution;
- (b) 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;
- (c) 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;
- (d) Champion 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; and
- (e) Champion a culture that emphasizes the following attributes:
 - Demonstrated safety leadership
 - Risk-informed, conservative decision making
 - Management engagement and time in the field
 - Staff recruitment, selection, retention, and development
 - Open communication and fostering an environment free from retribution
 - Clear expectation and accountability
 - Personal commitment to everyone's safety
 - Teamwork and mutual respect
 - Participation in work planning and improvement
 - Mindful of hazards and controls
 - Credibility, trust, and reporting errors and problems
 - Effective resolution of reported problems
 - Performance monitoring through multiple means

- Use of operations experience
- Questioning attitude

C.6.1.8 Quality Assurance

The desired outcome is a quality assurance program that ensures products and services provided or performed by the Contractor are of a high quality and meet or exceed stated requirements.

The Contractor shall perform work on site in accordance with applicable quality assurance requirements. Quality assurance requirements are stipulated in the Section E clause *Higher-Level Contract Quality Requirements* (Dec 2014) and Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.9 Engineering

The desired outcome is an engineering program that performs engineering program functions such as systems engineering, configuration management, design engineering, structural engineering, and safety significant system management.

The Contractor shall provide authorities having jurisdiction expertise (meeting the DOE authority having jurisdiction knowledge requirements) in the areas of electrical and fire protection safety, with authorities as delegated by DOE.

The Contractor shall provide the design authority for the EMDF, MTF, and other designs or design changes, as required. The design authority is responsible for establishing and maintaining the design requirements, ensuring design output documents accurately reflect the design basis, and maintaining design control and ultimate technical adequacy of the design process.

C.6.1.10 Environmental Protection

The desired outcome is an environmental protection program that ensures Contractor activities are conducted in a compliant manner that is protective of the environment.

The Contractor shall comply with applicable federal and state environmental protection requirements in the execution of the Contract. These include but are not limited to CERCLA, RCRA, the ORR Site Treatment Plan, the Clean Air Act, the Clean Water Act, the National Environmental Protection Act, the Toxic Substances Control Act (TSCA), and the ORR FFA. The Contractor shall obtain, maintain, and comply with all environmental permits as required and allowed by law. Environmental protection requirements are stipulated in the Section H clause *Environmental Compliance* and in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.1.11 Environmental Sustainability

The desired outcome is an environmental sustainability program that ensures contract activities meet environmental sustainability requirements.

The Contractor shall ensure compliance with environmental sustainability requirements in accordance with Section J, Attachment J-2, *Requirements Sources and Implementing Documents*, as appropriate for the execution of this Contract. The Contractor shall coordinate with the Y-12 and ORNL M&O contractors in fulfilling these requirements.

C.6.1.12 Federal Facility Agreement and Related Support

The desired outcome is proper administration of the ORR FFA.

The Contractor shall provide database and records management support to the FFA website, controlled copy distribution, FFA appendices, Administrative Record, and solid waste management units and areas

of contamination records for the entire ORR. The Administrative Record support will include maintaining all DOE contractor-produced Administrative Record copies and distributing Administrative Record copies (those which can be released to the public) to the DOE Information Center. Records required for post-closure land use controls should be identified and managed appropriately.

The Contractor shall support FFA administration activities including but not limited to budget prioritization information, annual cleanup progress report, tri-annual public involvement plans, technical expertise to support DOE interactions with the Site Specific Advisory Board, preparation of public fact sheets, and press releases.

The Contractor shall manage, update, and archive sampling data referenced in FFA documents in the OREIS database, except for sampling data taken for the purpose of meeting any disposition site WAC. The Contractor shall maintain the OREIS global information system to support utilization of the sampling data. The Contractor will also manage and operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to the laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing, and submission of results to the OREIS database.

C.6.1.13 Records Management

The desired outcome is a program for management of EM ORR contractor records that ensures such records are properly maintained and/or dispositioned.

The Contractor shall manage records (regardless of media) in accordance with Section J, Attachments J-2 and J-7, *Requirements Sources and Implementing Documents* and *Contract Deliverables*, respectively. All previous EM ORR cleanup contractor records are subject to the maintenance and disposition of the Contractor, including records created prior to the effective date of this contract. Records required for post-closure land use controls should be identified and managed appropriately. The Contractor shall ensure all records are properly scheduled and dispositioned prior to outgoing contract transition.

Records Management Program Plan

The Contractor shall submit a Records Management Program Plan, as required in Task Order 1, Section J-7, *Contract Deliverables*, to document the records management program (records lifecycle - creation/receipt, maintenance/use and disposition) to include, but is not limited to: electronic records, digital signature process, email, classified, audiovisual, quality records, historical records, contaminated, essential records, inventory and file plans, and disposition (transfers and destructions).

Electronic Records Management System (ERMS)

The Contractor shall develop and implement a process to ensure records are created and managed electronically throughout their lifecycle. If records must be scanned, the Contractor shall ensure scanning process, quality control process and images meet all National Archives and Records Administration (NARA) requirements for the digitization process, including the destruction of the source records in accordance with a NARA-approved Records Disposition Schedule.

Electronic Information Systems

The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or export the records into the ERMS in accordance with 36 CFR Part 1236, *Electronic Records Management*. The Contractor shall design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system

in which the records are originally created and captured.

Inventory and File Plan

The Contractor shall develop and maintain up-to-date site-wide inventories and file plan(s) that provide for the identification, location, arrangement, assignment of disposition authority, and retrieval of all categories (record series) of records created and received. These inventories and file plans shall include the Contractor's annual updates, which shall be in a format to show all changes from the prior version.

Records Requests

The Contractor shall respond to records management data calls by NARA and DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, Energy Employee Occupational Illness and Compensation Program Act (EEOICPA), the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries, and other record requests (e.g., training, personnel, exposure, project, incident reports, visitor logs, etc.). The Contractor shall respond to record requests within the timeframe request by the CO or Contracting Officer Representative.

Records Disposition

The Contractor shall develop and implement a Records Disposition Plan, which shall include processing paper records to storage (e.g., on-site, Federal Records Center prior to 12/31/2022) and the destruction process for records and information content. The Contractor shall disposition all records including historical/legacy records in accordance with the NARA-approved Records Disposition Schedules and applicable federal laws and regulations.

1) Ensure proper NARA-approved Records Disposition Schedule assigned, box, index, complete transfer paperwork, and obtain DOE approval prior to sending transfer paperwork and shipping inactive temporary records to a Federal Records Center or permanent records to the NARA.

2) Complete destruction certificates for all records, including those requiring destruction by other contractors, and submit to DOE Records Management Field Officer for review and obtaining DOE Legal approvals prior to destruction.

Document Control

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

C.6.1.14 Public Relations and Media Support

The desired outcome is a strong public relations and communications program that ensures proper verbal and written dissemination of relevant OREM information.

The Contractor shall provide public relations services to communicate successes, and address challenges as needed, through a variety of tools (e.g., video production, press releases, articles, social media content, fact sheets, presentations). Public relations services also include stakeholder support, community outreach, media relations, tours, visits, public notices, access to documents, and preparation of supporting documents including the Annual Cleanup Progress Report and the Public Involvement Plan (updated every three years). The Contractor shall provide necessary technical expertise to DOE and for DOE

interactions with the Site Specific Advisory Board and other stakeholders (e.g., affected local governments, Oak Ridge Reservations Communities Alliance). The Contractor shall also support DOE in conducting emergency public information activities when necessary.

The Contractor shall obtain DOE review and approval of all communications or releases of information to the public, the media, or members of Congress in accordance with the Section H clause DOE-H-2048, *Public Affairs – Contractor Releases of Information* (Oct 2014). The Contractor shall coordinate OREM public relations activities with the Y-12 and ORNL M&O contractors as necessary.

C.6.1.15 Legal Management

The desired outcome is a reliable legal management program, including litigation support.

The Contractor shall maintain legal expertise and demonstrate sound litigation management practices to include litigation and arbitration, and upon request from DOE shall provide legal advice and opinion on environmental matters, procurement, employment, labor, and the Price-Anderson Amendments Act. The Contractor shall also review and interpret legislation and laws, research and draft memoranda, and manage and oversee outside legal counsel.

The Contractor shall provide litigation support to the Government when requested by DOE in cases of actual or threatened litigation, regulatory matters, or third-party claims. Litigation support includes but is not limited to case preparation assistance; document retrieval, review and reproduction; witness preparation and testimony; expert witness testimony; and assisting Government counsel as necessary in response to discovery or other information-related activities responsive to any legal proceeding.

The Contractor shall provide timely support for legacy litigation, management of legacy worker compensation claims, and responses to requests for legacy documents. Legacy litigation support is provided in response to individual case requests by DOE legal staff or in response to other legally enforceable requirements. The management of legacy worker compensation claims includes claim investigation and support to DOE in estimating, evaluating, and managing such claims.

C.6.1.16 Safeguards and Security

The desired outcome is an S&S program that ensures protection of DOE OREM assets including people, property, and information.

The Contractor shall provide the resources, materials, and programs to ensure appropriate levels of protection against unauthorized access; theft, diversion, and loss of custody of accountable nuclear material; espionage; loss or theft of classified matter; loss or theft of government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment. This applies to buildings and areas under the Contractor's responsibility at ETPP, Y-12, and ORNL as authorized by Task Order.

The Contractor is not responsible for overall security at ORR sites, or for providing protective force resources. The Contractor shall coordinate with the appropriate site security contractor as it relates to Contract scope, provide relevant information and/or support for site-wide security requirements, and comply with site security requirements in close coordination with the Y-12 and ORNL M&O contractors and the protective force contractor at ETPP.

The Contractor's S&S requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*. Interfaces are described in Section J, Attachment J-3, *Site Services and Interface Requirements*.

The Contractor's functions include but are not limited to:

- (a) **S&S Program Planning, Administration, Resources, and Budget:** The Contractor shall identify and coordinate its S&S operational planning activities and ensure that S&S programs are tailored to address site-specific characteristics and requirements, current technology, ongoing programs, and operational needs to achieve acceptable protection levels that reduce risks and are cost-effective.
- (b) **S&S Personnel Development and Training:** The Contractor shall identify S&S training needs for staff and shall arrange training in accordance with applicable requirements.
- (c) **S&S Awareness Program:** The Contractor shall inform individuals of their S&S responsibilities and promote continuing awareness of good security practices.
- (d) **Surveys, Reviews, and Assessments:** The Contractor shall accommodate and/or support S&S surveys, reviews, assessments, and/or performance tests (e.g., force-on-force exercises) that are conducted at the site(s) and/or for S&S program elements under the Contractor's responsibility. The Contractor shall also perform self-assessments of applicable S&S program elements as required.
- (e) **Resolution of Findings:** The Contractor shall identify, implement, and close corrective actions for deficiencies in accordance with the S&S corrective action management programs and applicable DOE requirements.
- (f) **Performance Assurance:** The Contractor shall provide performance assurance information to develop and/or support preparation of the site security plans.
- (g) **Security Conditions (SECON):** The Contractor shall comply with SECON response plans in the approved site security plans that will be immediately implemented when there is a change in either DOE or a specific facility or site SECON status.
- (h) **Site Security Plans and Other S&S Plans:** The Contractor shall provide information to develop and/or support preparation and maintenance of the site security plans. The Contractor shall prepare and comply with site security plans and other S&S plans as required to execute the scope authorized by Task Order. The Contractor shall ensure applicable plans are revised prior to changing operations or configurations that alter the performance of existing S&S systems (e.g., limited or protected area boundaries, physical security configurations and associated hardware [sensors and cameras], patrol coverage and responses, safeguards methods or boundaries, and entry and access control systems and procedures).
- (i) **Vulnerability Assessments:** The Contractor shall provide information and expertise to develop and/or support preparation of vulnerability assessments, security analyses, and special S&S evaluations to execute the scope authorized by Task Order.
- (j) **Design Basis Threat:** The Contractor shall implement S&S actions, procedures, and/or processes necessary to comply with ongoing DOE design basis threat requirements. See Section C.5.9.2, *Design Basis Threat Mitigation*, for Task Order scope for initial DOE Order 470.3 compliance.
- (k) **Facility Clearance and Registration:** The Contractor shall submit all required information for facility clearance and registration actions in accordance with the DEAR, section 952.204-2(l) for its subcontractors requiring personnel security clearances. The contractor shall be responsible for implementation of the provisions of DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) (Chapter 7, "Subcontracting"), all DOE security requirements for their subcontractors, and for termination of the subcontracts upon completion of activities.
- (l) **Foreign Ownership, Control or Influence:** The Contractor shall provide accurate and complete submissions of Standard Form 328, *Certificate Pertaining to Foreign Interest*; information provided during annual certification (if applicable) and review activities; and other required documentation, as

required for any significant changes. The Contractor shall ensure all changes that might affect the determination are reported to the DOE cognizant security office as they occur.

- (m) **Classified Visits:** The Contractor shall implement procedures for processing and handling classified visits to facilities under its cognizance, submit required information as needed, and comply with the requirements of approved site security plans.
- (n) **Equivalencies and Exemptions:** The Contractor shall identify, evaluate, coordinate, and submit equivalencies and exemptions to S&S requirements to DOE.
- (o) **Incidents of Security Concern:** The Contractor shall develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern.
- (p) **Protective Forces:** The Contractor shall support and integrate operational and business activities with Protective Forces at each site for the physical protection of special nuclear material, classified materials, and industrial assets, and for the mitigation and deterrence of radiological and toxicological sabotage events.
- (q) **Badging and Access Authorization (Clearance) Processing:** The Contractor shall provide pre-employment and pre-clearance suitability evaluations for prospective employees or clearance holders. The Contractor shall request and obtain personnel security clearances and badges. The Contractor shall support downgrading and terminating clearances as required. The Contractor shall obtain security badges, keys, proximity cards, and other personal security and access devices from terminating employees and remove such individuals from automated access control systems.
- (r) **Unclassified Foreign National Visits and Assignments:** The Contractor shall implement procedures for meeting the requirements of processing and handling foreign national visitors, submit required information (as needed), and comply with the requirements of approved security plans.
- (s) **Information Security:** The Contractor shall ensure requirements for the identification and protection of sensitive and classified information and matter are met. The Contractor shall ensure all sensitive and classified information is protected and controlled commensurate with its classification level, category, and applicable caveats. The Contractor shall nominate a Classification Officer and a sufficient number of qualified Derivative Classifiers to be appointed. The Contractor shall make appropriate classification guidance available to potential generators and Derivative Classifiers of classified information.
 - (1) **Operations Security (OPSEC):** The Contractor shall perform the necessary management and support functions required for an effective OPSEC program. The Contractor shall perform OPSEC assessments as required of all facilities that have the potential to process or store classified or controlled unclassified information. The Contractor shall review information generated to execute the scope authorized by Task Order for critical information.
 - (2) **Classified Matter Protection and Control:** The Contractor shall develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with applicable requirements. The Contractor shall reduce unneeded classified matter and report and support the investigation of potential or actual compromise of classified information.
 - (3) **Unclassified Controlled Nuclear Information Program:** The Contractor shall nominate a sufficient number of qualified Reviewing Officials to be appointed. The Contractor shall make appropriate Unclassified Controlled Nuclear Information topical guidance available to potential generators and Reviewing Officials of unclassified controlled nuclear information.

- (4) **Controlled Unclassified Information:** The Contractor shall manage and implement a Controlled Unclassified Information Program, in accordance with DOE requirements, for official use only and other controlled unclassified information (including export controlled and nonproliferation information).
- (t) **Material Control and Accountability (MC&A):** The Contractor shall maintain control and accountability of accountable nuclear material as required to execute the scope authorized by Task Order. Controls shall be appropriate for the nuclear material attractiveness and quantities as described in DOE requirements.
- (1) **MC&A Plan and Program:** The Contractor shall develop and maintain a DOE-approved MC&A Plan. The Contractor's MC&A Program shall conform to and implement the MC&A Plan for program management, materials accountability, materials control, measurement, and physical inventory.
- (2) **MC&A Movement:** The Contractor shall coordinate movement and/or shipment of nuclear materials as needed.
- (3) **Nuclear Materials Management and Safeguards System:** The Contractor shall report accountable nuclear material data to the Nuclear Materials Management and Safeguards System electronically as required.

C.6.1.17 Information Technology

The desired outcome is successful and compliant execution of the ORR Cleanup Contract mission and associated activities by delivering innovative and secure Information Technology (IT) solutions.

The Contractor shall provide management, coordination, and expertise for areas relating to information assurance (cyber security) for government-owned systems including General Support Systems, National Security Systems, Industrial Control Systems, and Supervisory Control and Data Acquisition systems. These systems identify and protect classified, unclassified, and sensitive information generated, processed, and stored for the ORR Cleanup Contract. The Contractor shall extend and integrate IT practices, programs, procedures, and requirements (e.g., engineering, configuration management, governance, architecture, cyber security) to its Supervisory Control and Data Acquisition and Industrial Control Systems.

The Contractor shall be proactive regarding cyber threats and IT systems shall be protected based on evolving threats in accordance with the Federal Information Security Management Act of 2002. The Contractor shall obtain an authorization to operate designation from the DOE Authorizing Official for all IT systems. The Contractor's IT systems covered under this Contract shall operate in accordance with all terms and conditions specified in the authorization to operate and shall not operate if a denial of authorization to operate has been issued. The authorization to operate durations will be based on how well the Contractor implements the DOE policy specific to cyber security and on the Contractor's ability to prevent, detect, contain, and report any malicious activity and intrusion into IT systems.

The Contractor shall comply with the cyber security requirements specified in DOE Order 205.1, *Department of Energy Cyber Security Program* and the *Office of Environmental Management (EM) Cyber-Security Policy and Risk Management Approach Implementation Plan*. Major areas of concern are the handling of sensitive information to include personally identifiable information, protecting information and information systems from unauthorized access, and reporting to the DOE Joint Cyber Coordination Center (known as JC3) any significant attempts or successful intrusions into these systems by unauthorized individuals. Cyber security personnel and privileged users such as systems administrators may be required to obtain a DOE Q clearance.

Applications purchased or developed to support the mission under this Contract shall be able to run on mandatory IT baseline security configurations without any deviations and must comply with the appropriate controls as documented in National Institute for Standards and Technology SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall use federally available enterprise applications and licenses, if they exist, prior to purchasing or developing custom products, including enterprise solutions to provide cyber security.

The Contractor will be provided access to the software systems listed in Section J, Attachment J-8, *Government-Furnished Services and Information*, and other software systems as may be necessary to coordinate information exchange with customers and interface partners. The Contractor shall:

- Where applicable, use the software systems listed in Section J, Attachment J-8, *Government-Furnished Services and Information*. The Contractor is not responsible for any updates of listed software except where noted.
- Provide any additional databases and software programs it deems necessary to manage staff training requirements, facility equipment, analytical data, compliance with environmental regulations, and protection of the safety and health of its employees.
- Ensure that all software meets the quality assurance requirements of its software quality assurance plan.

The Contractor shall comply with Office of Management and Budget Circular A-130, *Management of Federal Information Resources*, and provide detailed input into the ongoing capital planning investment control process, including but not limited to IT investment cost, schedule, and risk. This also includes responding to occasional data calls for more detailed IT investment and performance information.

C.6.1.18 Audit Support Services

The desired outcome is Contractor support to DOE for OREM external audits.

The Contractor shall provide support to DOE as required for internal and external audits or assessments, including but not limited to DOE Headquarters, GAO, Inspector General, Defense Nuclear Facilities Safety Board, EPA, and Tennessee Department of Environment and Conservation.

C.6.1.19 Administration of Pension and Benefits Services at ORR, Portsmouth, and Paducah Sites

The desired outcome is proper administration of DOE pension and benefit plans for the ORR, Portsmouth, and Paducah sites.

The Contractor shall administer the ETTP Pension Plan for Grandfathered Employees (Multi-Employer Pension Plan known as MEPP), the ETTP Health and Welfare Benefit Plan (Multi-employer Welfare Arrangement known as MEWA), and all other existing benefit plans for eligible employees in accordance with the terms and conditions in Section H and the respective plan documents. Grandfathered Employees may consist of bargained and non-bargained employees of the incumbent contractor or those participating employers at the Portsmouth and Paducah Gaseous Diffusion Plants. The Contractor shall act as fiduciary of the plans, as applicable.

C.6.1.20 Other Program Activities

The Contractor shall provide resources and/or support necessary for the conduct of business (e.g., prime contract administration, human resources, budget, accounting, severance, training, and real and personal property including maintaining and updating FIMS to accurately reflect the status of EM-owned ORR facilities, as necessary) not specifically assigned elsewhere. These resources and support shall be

provided in accordance with applicable DOE Orders, invoked Technical Standards, and Contract requirements.

C.6.2 Project Services

C.6.2.1 Reservation Management

The Contractor shall provide support for the management of reservation-wide initiatives including natural resources, cultural resources, roads and grounds, utilities, emergency management, Joint Information Center, information, and other miscellaneous initiatives.

C.6.2.2 Reindustrialization

The desired outcome is Contractor support to OREM reindustrialization activities that ensures successful and compliant transfer of DOE Oak Ridge excess property for reuse.

The Contractor shall perform reindustrialization program activities including property transfer documentation (e.g., covenant deferral request packages, National Environment Protection Act documentation); interface with the Community Reuse Organization of East Tennessee, the City of Oak Ridge, regional industrial development boards, and other stakeholders as necessary; and program management and administration support. The Contractor shall assist DOE in the coordination of the OREM cleanup mission with ongoing reindustrialization activities and the activities of private sector occupants.

C.6.2.3 Emergency Management and Fire Protection

The desired outcome is compliant emergency management and fire protection programs.

The Contractor shall provide for and integrate emergency management services for EM activities at ORNL and Y-12 with the M&O contractors, and with the City of Oak Ridge at ETTP. The emergency management program shall include emergency planning and preparedness as well as response to possible incidents involving nuclear, radiological, chemical, and hazardous materials on site. Emergency management shall be performed in accordance with Section J, Attachment J-2, *Requirements Sources and Implementing Documents*, and the Section H clause *Emergency Response*.

The Contractor shall maintain a fire protection program that ensures a level of fire protection and fire suppression capability sufficient to minimize losses from fire and related hazards. Fire protection requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

Interfaces and roles and responsibilities are summarized in Section J, Attachment J-3, *Site Services and Interface Requirements*. At ETTP, the Contractor shall adhere to the *Memorandum of Agreement (MOA) Between the U.S. Department of Energy and the City of Oak Ridge, Tennessee, on the Transition of the East Tennessee Technology Park Fire Protection and Emergency Response Services*.

C.6.2.4 Technology Development

The desired outcome is the implementation of technology development activities that support OREM cleanup as necessary.

The Contractor shall plan and implement technology development activities to support cleanup in accordance with the OREM *Mercury Technology Development Plan* (DOE/ORO-2489) and/or other DOE EM technology development initiatives and related guidance. The Contractor shall prepare and/or update other technology development documentation as necessary.

C.6.2.5 Historic Preservation and Cultural Resource Management

The desired outcome is compliance with historic preservation and cultural resource requirements in the planning and execution of EM activities.

The Contractor shall ensure that historic preservation and cultural resource management have been considered early in the environmental cleanup decision-making process, and shall ensure compliance with applicable laws governing cultural resources and historic preservation, which may include but is not limited to the National Historic Preservation Act, the Archaeological Resources Protection Act, the Archaeological and Historic Preservation Act, the Native American Graves Protection and Repatriation Act of 1990, and Executive Orders 11593, *Protection and Enhancement of the Cultural Environment*, 13287, *Preserve America*, and related agreements. The Contractor shall coordinate with the ORNL and Y-12 sites M&O contractors and stakeholder organizations to ensure compliance with historic preservation plans, the *Cultural Resource Management Plan* (DOE/ORO-2085), the above laws, and the requirements in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

Unanticipated discoveries shall be addressed in accordance with the applicable site historic preservation and cultural resource management documentation, which may include but is not limited to development and/or implementation of any agreements with related actions required for compliance.

C.6.2.6 Analytical Services (Sample Management Office Integration)

The desired outcome is analytical data of sufficient quality to meet DQOs for OREM activities.

The Contractor shall provide for analytical services and/or laboratories as required to provide analytical data of sufficient quality to meet DQOs. The Contractor shall support the DOE Consolidated Audit Program for analytical services laboratories and waste treatment, storage, disposal, and recycling facilities. Such audit support shall be limited to those laboratories and waste treatment, storage, disposal, and recycling facilities related to the ORR activities under this Contract.

C.6.2.7 Transportation Services

The desired outcome is a transportation program that ensures safe, compliant transportation of EM materials and waste.

The Contractor shall be responsible for transportation services, including but not limited to transportation, traffic management for areas within its administrative responsibility, shipping and receiving, vehicle maintenance and management, equipment maintenance and management, operation and maintenance of the Radio Frequency Identification Transportation System (or equivalent), and mail services.

The Contractor shall ensure safe and effective transportation routes are established for transporting cleanup waste from ORNL and Y-12 to the onsite landfills in coordination with the appropriate DOE program office, contractor organizations, and other stakeholders, as necessary. Transportation requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.2.8 Waste Management

The desired outcome is a waste management program that ensures safe, compliant, and cost effective management, storage, treatment, and disposal of waste and materials under OREM's responsibility.

The Contractor shall provide safe, compliant, and cost-effective management, storage, treatment, and/or disposal of waste (i.e., sanitary and industrial waste, classified waste, LLW, mixed LLW, TRU waste, RCRA waste, and TSCA waste) and materials that may be contaminated with radiological and/or hazardous constituents as a result of past operations. Some of these wastes and materials have been accumulated for treatment and disposal pending development of appropriate technologies, availability of

disposal sites, and/or availability of funding (see Section J, Attachment J-12, *Difficult to Dispose of Waste*). The Contractor shall implement and maintain a site-wide radioactive waste management program to ensure that the requirements of DOE Order 435.1, *Radioactive Waste Management*, and its associated manual are met. The Contractor shall coordinate with disposal facilities to ensure their data needs and requirements for waste acceptance are met. The Contractor waste operations shall cost-effectively maximize the use of sanitary and construction landfills over other disposal sites.

The Contractor shall manage all waste storage, treatment, and disposition activities in compliance with DOE Order 435.1, RCRA, TSCA, CERCLA, and other applicable state or Federal requirements. The Contractor shall establish and maintain a waste generation forecast for all cleanup projects in the scope of this Contract. The Contractor shall also manage waste tracking systems and the waste generation forecast and ensure data is accurate and accessible to meet DOE and regulatory requirements and to support project information needs. The Contractor shall prepare reports to meet the requirements of the *Site Treatment Plan for Mixed Wastes on the U.S. Department of Energy Oak Ridge Reservation* and the *Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement* (ORR-PCB-FFCA) and shall coordinate with other ORR programs and contractors as needed. Waste management requirements are stipulated in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

C.6.2.9 Land Use Controls

The desired outcome is the planning and implementation of long-term land use controls that ensure protectiveness and meet CERCLA requirements.

The Contractor shall address long-term land use control issues in decision-making, cleanup, and post-remediation processes. The Contractor shall provide for the activities, plans, and infrastructure needed for successful transition of EM, Y-12, and ORNL site areas from cleanup, and shall plan and execute long-term land use controls responsibilities at ETTP as described in Section C.5.7.3.

The Contractor shall provide (as necessary), operate, and maintain land use controls that are consistent with CERCLA commitments to ensure protectiveness.

The Contractor shall support DOE in the coordination and communications regarding long-term land use controls planning and transition with involved parties, including local stakeholders and regulators, consistent with the FFA. The Contractor shall verify the implemented institutional and engineering controls for transferred property and incorporate these in the annual Remediation Effectiveness Report.

C.6.2.10 Support DOE Natural Resource Damage Assessment

The desired outcome is compliance with requirements of the CERCLA Natural Resource Damage Assessment.

The Contractor shall provide support to DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA. DOE is liable for damages or injury to, destruction of, or loss of natural resources, including the cost of assessing such damage. CERCLA and the National Contingency Plan establish DOE as both a CERCLA lead response agency on DOE facilities and a trustee for natural resources under its jurisdiction. As such, the DOE must respond to releases of hazardous substances from DOE's facilities, is liable for the restoration of natural resources lost or injured as a result of such releases or from the response actions, and participates in a trustee council with other Natural Resource Damage trustees in effecting mitigation for damages or injury due to natural resources under DOE's jurisdiction.

C.7 List of Section C Attachments

Attachment C-1 – Facility and Site List

Attachment C-1
Facility and Site List

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Acronyms

CH	contact-handled
COLEX	column exchange
DOE	United States Department of Energy
EGCR	Experimental Gas-cooled Reactor
EM	DOE Office of Environmental Management
EMWMF	Environmental Waste Management Facility
ESD	Environmental Sciences Division
ETTP	East Tennessee Technology Park
IWMF	Interim Waste Management Facility
LGWO	Liquid and Gaseous Waste Operations
LLW	low-level (radioactive) waste
LLLW	liquid low-level (radioactive) waste
LWSP	Liquid Waste Solidification Project
MSRE	Molten Salt Reactor Experiment
N/A	not applicable
NE	DOE Office of Nuclear Energy
NNSA	National Nuclear Security Administration
ORNL	Oak Ridge National Laboratory
ORRR	Oak Ridge Research Reactor
OSF	other structures and facilities
RCRA	Resource Conservation and Recovery Act
RCW	recirculating cooling water
RH	remote-handled
SC	DOE Office of Science
SF	standard industrial facility
SWSA	solid waste storage area
TBD	to be determined
TRU	transuranic
TSCA	Toxic Substances Control Act
TWPC	Transuranic Waste Processing Complex
UOM	unit of measurement
WAG	waste area grouping
Y-12	Y-12 National Security Complex

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Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
3026 Hot Cells				
EM	3026D	Dismantling and Examination of Hot Cells	Building	2410
3038 Facility				
EM	3038	Radioisotope Laboratory	Building	7,110
Bethel Valley Isotopes Area Facilities				
EM	3029	Radioisotope Production Lab B	Building	3,406
EM	3030	Radioisotope Production Lab C	Building	784
EM	3031	Radioisotope Production Lab D	Building	785
EM	3032	Radioisotope Production Lab E	Building	786
EM	3033	Radioisotope Production Lab F	Building	837
EM	3033A	Radioisotope Production Lab Annex	Building	806
SC	3034	Radioisotope Area Services	Building	1,129
SC	3036	Isotope Area Storage and Service Building	Building	2,198
EM	3093	Storage Cubicle for Krypton	OSF	TBD
EM	3099	Storage Pad for Buildings 3031 and 3032	OSF	3,159
EM	3118	Radioisotope Production Lab H	Building	897
Oak Ridge Graphite Reactor Historic Preservation				
EM	3001	Graphite Reactor Building (including Canal)	Building	38,208
EM	NA	Graphite Reactor Underground Exhaust Ducts (3001, 3002, 3003)	Not Listed	TBD
Graphite Reactor Support Facilities				
EM	3002	Filter House for Graphite Reactor - 3001	OSF	3,450
SC	3003	Solid State Accelerator Facility	Building	12,104
EM	3018	Cell Ventilation and Off-gas Exchange Stack - 3018	OSF	TBD
Bethel Valley Bulk Shielding Reactor and Low-Intensity Test Reactor Facilities				
EM	3005	Low Intensity Test Reactor Facility	Building	4,483
EM	3009	Pump House for Building 3010	Building	156
EM	3010	Bulk Shielding Reactor Facility	Building	4,335
SC	3010A	Bulk Shielding Reactor Annex	Building	2,132
SC	3080	Reactor Experiment Control Room	Building	1,915
EM	3083	Neutron Spectrometer Station 1	Building	87
EM	3107	25 meter Target House	Building	192
Oak Ridge Research Reactor Facilities				
EM	3042	Oak Ridge Research Reactor	Building	48,374
3028 Facility				
EM	3028	Radioisotope Production Lab A	Building	6,921
Bethel Valley Chemical Development Lab Facilities				
EM	4507	High-level Chemical Development Lab	Building	3,969
EM	4556	Filter Pit for Building 4507	OSF	TBD
3515 Facility				
EM	3515	Fission Production Pilot Plant	Building	704
3517 and Support Facilities				
EM	3505-T1	Caustic Storage Tank (3505A)	OSF	5,000 gal
EM	3505-T2	Acid Storage Tank (3505B)	OSF	5,000 gal
EM	3517	Fission Product Development Laboratory	Building	16,080
EM	3542	Storage Building for 3505 and 3517	Building	613
EM	3547	Cell Vent Roughing Filter for 3517	OSF	TBD
EM	3548	Cell Vent Filters for 3517 (X920028)	OSF	TBD
EM	3623	Flanders Filter House for Building 3517	OSF	TBD

*Size is shown in square feet unless noted otherwise.

Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
EM	3624	Flammable Storage for Building 3517	Not Listed	71
EM	K4489	Cooling Tower - 3517	OSF	110 tons
7500 Complex				
EM	7500	Homogeneous Reactor Experiment Facility	Building	12,269
EM	7560	LLW Condensation Tank for 7500	OSF	TBD
EM	7562	LLW Collection and Storage Tank for 7500	OSF	TBD
2026 Complex				
EM	2026	Radioactive Materials Analytical Lab	Building	26,640
EM	2032	Manhole 240 Monitoring Station 1	OSF	TBD
EM	2099	Monitoring Control Station for Building 2026	OSF	1,900 gal
EM	2101	Waste Management Organization Health and Hygiene Support	Building	3,794
EM	2026-CT	Cooling Tower (X185479)	OSF	300
EM	2026-ES	Exhaust Stack	OSF	1,500
EM	2026-FP	Filter Pit and Enclosure	OSF	800
2525 Complex				
SC	2525	Fabrication Department Shop A	Building	27,149
SC	2547	General Machine Shop	Building	9,369
2528 Complex				
SC	2528	Coal Research Lab	Building	4,105
SC	2528A	Melton Valley Storage Tanks Demonstration Facility	OSF	28,000 gal
3019 Complex				
EM	3017	Quality Services Division Building	Building	10,400
EM	3019A	Radiochemical Development Facility	Building	58,549
EM	3019B	High-level Radiation Analytical Lab	Building	4,136
EM	3020	Exhaust Stack - 3020	OSF	TBD
EM	3091	Filters for Building 3019	OSF	TBD
EM	3100	Source and Special Materials Vault	Building	1,328
EM	3108	Filter House	OSF	567
EM	3121	Vessel Off-gas Filter House for 3019A	OSF	TBD
EM	3123	Level 2 Emergency Generator (80-3123)	OSF	TBD
EM	3123-TK	Diesel Fuel Storage Tank (X188092)	OSF	500 gal
EM	3130	Waste Operations Control Center	Building	4,083
EM	3130-80	Optional Standby Diesel Generator	OSF	TBD
EM	3130-TK	3130 Diesel Fuel Storage Tank (X188035)	OSF	250 gal
EM	3131	Level 2 Backup Diesel Generator (X903131)	OSF	TBD
EM	3131-TK	3019 Diesel Fuel Storage Tank (X187992)	OSF	500 gal
EM	3135	Sentry Post - 8D	Building	425
EM	3137	Surface Science Lab	Building	6,805
EM	3145	LLW Collection Building	Building	124
EM	3146-80	Level 1 Emergency Generator (X190485)	OSF	TBD
EM	3146-TK	3146 Diesel Fuel Storage Tank (X187993)	OSF	500 gal
EM	3160	3019 Motor Control Center #1 and #2	OSF	TBD
EM	3161	Quality Services Division Storage Building	Not Listed	72
EM	3162	Quality Services Division Storage Building	Not Listed	72
Central Stack East Hot Cell Facilities Complex				
SC	3027	Dispatch Center	Building	3,542
SC	3027A	Dispatch Center Level 1 (Emergency) Generator	Not Listed	TBD
NE	3047	Isotope Technology Building	Building	24,215

*Size is shown in square feet unless noted otherwise.

Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
NE	3047-CT	3047 Cooling Tower (X185557)	Not Listed	TBD
NE	3047-GEN	3047 Emergency Generator	Not Listed	TBD
NE	3047-TK	3047 Diesel Fuel Storage Tank (X188085)	Not Listed	TBD
SC	3104	West Complex Maintenance Shop	Building	7,411
EM	3127	LGWO Documentation Management Storage	Building	1,057
SC	3129	Distributed Energy Communication and Control Annex for Building (3114)	Building	400
EM	3154	Manhole 112 Monitoring Building	OSF	TBD
EM	3155	Manholes 114 and 234 Monitoring Station	OSF	TBD
Experimental Gas-cooled Reactor (EGCR) Complex				
SC	7600	EGCR Containment Building	Building	94,060
SC	7609	EGCR Stack Monitoring Facility	OSF	TBD
SC	7610	Energy Systems Area Storage Building	Building	373
SC	7614	EGCR Exhaust Stack	OSF	TBD
Integrated Process Demonstration Facility				
EM	7602	Integration Process Demonstration Facility	Building	14,840
Molten Salt Reactor Experiment (MSRE) Complex				
EM	7503	MSRE	Building	28,514
EM	7503A	Inactive LLLW Collection Tank	Not Listed	11,000 gal
EM	7503B	MSRE Septic Tank	OSF	2,000
EM	7507	Substores	Building	1,600
EM	7507W	Storage Facility	Building	1,600
EM	7509	MSRE Office Building	Building	3,949
EM	7511	Filter Pit for MSRE 7503	OSF	TBD
EM	7512	Stack for 7503	OSF	TBD
EM	7514	Filter House for 7503	Building	273
EM	7516	Field Service Shop	Building	5,069
EM	7555	Diesel Generator House for 7503	Building	3,500
Tower Shielding Facilities				
EM	7700	Four Towers, Tower Shielding Facility	OSF	TBD
EM	7700A	Tower Shielding Facility Big Beam Shield and Reactor Turret	OSF	150
EM	7701	Tower Shielding Facility Pool	OSF	TBD
EM	7702	Control House, Tower Shielding Facility	Building	4,510
EM	7703	Hoist House, Tower Shielding Facility	Building	4,615
EM	7704	Control House, Tower Shielding Facility	Building	2,251
EM	7705	Pump House, Tower Shielding Facility	Building	469
EM	7706	Heat Exchanger (Tower Shielding Facility Cooler)	OSF	TBD
EM	7707	Battery House, Tower Shielding Facility	Building	400
EM	7708	Reactor Shield Storage, Tower Shielding Facility	Building	3,121
EM	7716	Filter Pump House Main Pool	OSF	TBD
EM	7720	Tower Shielding Civil Defense Bunker	Building	900
EM	7760	Process Waste Collection Tank, Tower Shielding Facility	OSF	6,000 gal
3039 Stack Complex				
EM	3039	Central Radioactive Off-Gas Disposal Facility	OSF	110,000
EM	3092	Off-Gas Scrubber Facility	OSF	1,800
EM	3105	Waste Monitoring Control Center	Building	600
EM	3109	Off-Gas Filter - ORRR	OSF	104

*Size is shown in square feet unless noted otherwise.

Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
EM	3110	Building Cell Filter House	OSF	1,052
EM	3125	3039 Stack Emergency Generator	OSF	485
EM	3126	Charcoal Filter (normal off-gas) - ORRR	OSF	120
EM	3139	Cell Ventilation Filters - ORRR	OSF	315
EM	3151	Manhole 25 Monitoring Station 2	OSF	64
EM	3158	North Monitoring Building 3025/3026	OSF	160
EM	3159	South Monitoring Building 3500/4500	OSF	168
3544 Complex				
EM	3544	Process Wastewater Treatment Plant	Building	3,055
EM	3544B	Filter Press Building	OSF	352
EM	3518	Process Wastewater Neutralization Plant	OSF	1,092
EM	3594	Waste Management Storage Building	Building	400
Hot Storage Garden				
EM	3597	Hot Storage Garden	OSF	TBD
Melton Valley Waste Management Complex				
EM	2660	Office Building	Building	3,055
EM	7572	CH-TRU Waste Storage Facility	Building	7,000
EM	7574	Nuclear Fuel Services, Inc. Waste Storage Facility	Building	4,150
EM	7934	Control Storage Facility	Building	3,055
Transuranic Waste Processing Complex (TWPC)				
EM	7880	Waste Processing Facility	Building	38,938
EM	7880A	CH Staging Area	Building	4,377
EM	7880AA	Drum Venting Building	Building	1,259
EM	7880AB	Mock-up Training Building	Building	1,060
EM	7880AC	Mobile In Situ Object Counting System	Trailer	320
EM	7880AD	Limited Area 1	Trailer	80
EM	7880AE	Instrumentation and Electrical Maintenance Shop	Building	640
EM	7880B	Personnel Building	Building	6,512
EM	7880B-TK	7880B Aboveground Sewage Tank	OSF	10
EM	7880BB	CH Marshaling Building	Building	7,061
EM	7880CC	Project and General Management	Building	3,360
EM	7880D	Control Room	Building	264
EM	7880DD	Engineering	Building	1,872
EM	7880E	Boiler Building	Building	360
EM	7880EE	Rest Room Facility	Trailer	303
EM	7880EE-TK	7880EE Underground Sewage Tank	OSF	3
EM	7880F	Air Compressor	Building	96
EM	7880G	Electrical Equipment Building	OSF	5,000
EM	7880GG	CH Marshaling Building Support	Trailer	160
EM	7880H	Backup Diesel Generator	OSF	500
EM	7880HH	Macro-encapsulation Building	Building	626
EM	7880II	Steel Carport Cover	OSF	200
EM	7880J	Non-destructive Examination Real-time Radiography 6	Trailer	289
EM	7880JJ	Training Center	Building	4,320
EM	7880K	Limited Access Gate Trailer	Trailer	288
EM	7880KK	Operations and Safety Support Trailer	Trailer	2,500
EM	7880L	DOE Office Trailer	Trailer	2,304
EM	7880L-TK	7880L Underground Sewage Tank	OSF	

*Size is shown in square feet unless noted otherwise.

Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
EM	7880M	Business Operations Management	Trailer	1,316
EM	7880N	Procurement and Finance	Trailer	1,504
EM	7880NN	Support Office	Trailer	784
EM	7880P	Training	Trailer	1,356
EM	7880PP	Telecommunications Center	Building	209
EM	7880Q	Restroom Facility Trailer	Trailer	420
EM	7880QQ	Multi-purpose Building	Building	13,150
EM	7880Q-TK	7880Q Underground Sewage Tank	OSF	3
EM	7880RR	Radiation Controls Office	Building	2,660
EM	7880 RR-TK	7880RR Underground Sewage Tank	OSF	3
EM	7880S	Backup Air Compressor Building	Building	149
EM	7880TT	Inventory Control Office	Trailer	160
EM	7880V	Document Management	Trailer	1,027
EM	7880W	Human Resources and Document Control	Trailer	1,493
EM	7880WW	Telecommunications Center Diesel Generator	OSF	44
EM	7880X	BBA Field Office	Trailer	160
EM	7880XX	Sludge Engineering Office Trailer	Building	2,016
EM	7880Y	Waste Management Offices	Building	2,964
EM	7880YY	Environmentally Controlled Storage Trailer	Trailer	2,128
EM	7880Z	Quality Assurance/Nuclear Safety	Building	3,034
EM	7880Z-TK	7880Z Underground Sewage Tank	OSF	3
2007/2008 Complex				
EM	2003	Process Water Control Station	Building	268
EM	2007	Calibration Lab	Building	6,781
EM	2008	ORNL Whole Body Counter	Building	26,640
3025 Complex				
EM	3025E	Irradiated Material Examination and Testing Hot Cell Facility	Building	TBD
EM	3025M	Solid State Office and Laboratory Building	Building	TBD
3525 Complex				
EM	3525	High-Rad Level Examination Laboratory	Building	TBD
EM	3602	Cylinder Tank Storage for Building 3525	Building	TBD
EM	3607	Cask Tool Storage	Building	TBD
4501/4505 Complex				
SC	4500N	Central Research and Administrative North	Building	TBD
SC	4500S	Central Research and Administrative South	Building	TBD
SC	4501	Radiochemistry Lab	Building	75,738
SC	4505	Experimental Engineering	Building	41,469
5505 Facility				
SC	5505	Transuranium Research Lab	Building	21,191
6010/7019 Complex				
EM	6010	Oak Ridge Electron Linear Accelerator	Building	TBD
EM	6010 ACC	OR Electron Linear Accelerator	OSF	TBD
EM	7019	Research Reactors Division Warehouse Facility - Category C Storage	Building	TBD
Fire Station Complex				
SC	2500	Guard and Fire Headquarters	Building	10,912
SC	2518	Support Services Building	Building	13,399

*Size is shown in square feet unless noted otherwise.

Table 1. ORNL Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
SC	2523	Decontamination Building	Building	7,150
SC	2523A	Decontamination Laundry Annex	Building	300
SC	2572	Emergency Generator for 2500	OSF	TBD
SC	2621	Electrical Utilities Shop	Building	128
SC	2628	Fire Protection Maintenance Storage	Building	5,385
Health Physics Research Reactor Complex				
SC	7709	Health Physics Research Reactor	Building	3,050
SC	7710	Dosimetry Applications Research Facility	Building	9,356
SC	7712	Dosimetry Applications Research Low Energy Accelerator	Building	1,044
SC	7735	Radiation Calibration Laboratory	Building	2,800
SC	7758	High Flux Isotope Reactor Parts Storage	Building	530
Southeast Contaminated Labs Complex				
SC	3523	Electronic Fabrication Shop	Building	1,184
EM	3613	Diversion Box Monitoring Station 3	OSF	160
EM	3615	Manhole 235 Monitoring Station 5	OSF	64
EM	3616	Manhole 149 Monitoring Station 6	OSF	64
EM	3617	Manhole 229 Monitoring Station 7	OSF	64
Southeast Services Complex				
SC	3501	Sewage Pumping Station	OSF	196
EM	3502	East Research Service Center	Building	12,340
EM	3502B	Data Concentrator 4 Waste Operations Control Center Data Acquisition System - 3502	Building	112
SC	3587	Mail Services Building	Building	3,562
SC	3610	Storage Building	Building	200
EM	3614	Manhole 190 Monitoring Station 4	OSF	64
EM	3618	WC-10 Tank Farm Pumping Station	OSF	630
SC	3621	Tent, Spill Response Vehicle Shelter	Trailer	3,975
Bethel Valley Tank Upgrades				
SC	2531	LLLW Evaporator Building	Building	3,724
SC	2537	Evaporator Service Tank and Control Room for 2531	OSF	TBD

*Size is shown in square feet unless noted otherwise.

Table 2. Y-12 Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
Biology Complex				
SC	9207	Biology	Building	256,660
SC	9207-A	Office Annex	Building	8,108
SC	9210	Mammalian Genetics	Building	64,737
SC	9767-06	Utilities	Building	400
SC	9767-07	Utilities	Building	393
Beta-4 (9204-4) Complex				
NNSA	9204-04	Production	Building	313,771
NNSA	9501-09	161 kV Transformer Vault		TBD
EM	OD-7	Building 9811-01 RCRA Tank Storage Facility	OSF	16,439
EM	OD-9	Building 9811-08 Waste Oil/Solvent Storage Facility	OSF	27,911
Alpha-5 (9201-5) Complex				
NNSA	9201-05	Production	Building	613,642
NNSA	9404-18	Former Demineralizer Facility	Building	4,760
NNSA	9404-20	Laborer Shack	Building	2,751
NNSA	9422-13	Storage	Building	62
NNSA	9422-15	Storage	Building	62
NNSA	9422-16	Storm Drain Monitoring	Building	64
NNSA	9622	Warehouse/Industrial	Building	218
NNSA	9976	Utilities	Building	2,797
NNSA	9983-HF	Decontamination Shower Facility	Trailer	375
Alpha-4 (9201-4) Complex				
EM	9201-04	Environmental Management (Alpha-4) (including East and South COLEX Process Equipment)	Building	510,218
EM	Y701630	9201-04 Pedestrian Bridge	OSF	TBD
NNSA	9501-05	Transfer Stations #699 and #674	Not Listed	TBD
NNSA	9804	Valve House for 9201-04	Building	130
Alpha-2 (9201-2) Complex				
SC	9201-02	Fusion Energy Building	Building	324,448
NNSA	9501-02	Primary Substation #599	Not Listed	TBD
SC	9732-02	Storage Building	Building	480
Alpha-3 (9201-3) Complex				
NNSA	9201-3	Maintenance Facility	Building	191,978
NNSA	9732-3	Painter Facility	Building	2,447
NNSA	9999-3	Demineralizer Facility	Building	2,413
Beta-1 (9204-1) Complex				
SC	9204-01	Fusion Energy - Engineering Tech	Building	210,491
SC	9422	Helium Compressor Building	Building	2,671
NNSA	9501-04	Primary Substation #824	Not Listed	TBD
9206 Complex				
NNSA	9206	Production	Building	57,812
NNSA	9768	Utilities	Building	1,243
NNSA	9720-17	Warehouse/Industrial	Building	4,314
NNSA	9206 Tank Farm	9206 Tank Farm	Not Listed	TBD
9213 Complex				
EM	9213	Development/Offices	Building	23,635
EM	9703-14	Former Post 3-South Portal (9213 area)	Building	123
EM	9999-02	Motor Generator (9213 area)	Building	140

*Size is shown in square feet unless noted otherwise.

Table 2. Y-12 Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
9401-2 Facility				
EM	9401-02	Plating Shop and Maintenance	Building	13,673
9401-1 Facility				
NNSA	9401-01	Old Steam Plant - Maintenance/Recycle Storage	Building	13,454
Steam Plant Complex				
NNSA	9401-03	Old Coal Fired Steam Plant	Building	62,124
NNSA	9616-10	Bulk Sulfuric Unload Station	Building	438
NNSA	9616-09	Steam Plant Wastewater Facility	Building	3,400
NNSA	9811-06	Dry Ash Handling Facility	Building	1,546
NNSA	9811-07	Ash Handling Facility	Building	1,363
NNSA	9990	Monitoring Station	OSF	TBD
NNSA	9990-03	Coal Sampling Building	Building	4,463
Tank Facilities Complex				
EM	9720-44	Shed - Sludge Handling Facility	OSF	TBD
EM	9720-45	Liquid Organic Waste Facility	OSF	TBD
EM	9809-01	Waste Storage	OSF	TBD
EM	9825-01	Waste Storage	OSF	TBD
EM	9825-02	Waste Storage	OSF	TBD
9212 Complex				
NNSA	9212	Production	Building	442,317
NNSA	9409-22A	Cooling Tower, 9212	OSF	1,829
NNSA	9409-22B	Steam Plant Wastewater Fac.	Building	3,400
NNSA	9409-22E	Cooling Tower, 9212	OSF	4,519
NNSA	9409-23	Cooling Tower, 9212	OSF	3,454
NNSA	9416-12	Utilities, 9416-12	Building	126
NNSA	9416-28	Fire Protection Valve House (9409-22 Tower)	Building	149
NNSA	9416-32	Water Treatment and Valve House	Building	200
NNSA	9416-46	Valve House North of 9423	Building	54
NNSA	9423	Material Storage Warehouse	Building	6,263
NNSA	9721	Office Trailer	Trailer	157
NNSA	9723-25	Changehouse/Offices	Building	18,974
NNSA	9767-10	Chiller Building	Building	12,000
NNSA	9811-09	Transfer Station 9811-9	OSF	756
NNSA	9812	Tank Pit	Building	1,190
NNSA	9815	Nitrate Facility	Building	1,722
NNSA	9818	Acid Waste Neutralization	Building	7,561
NNSA	9820	Electrical Storage	Building	408
NNSA	9828-01	Bag Filter System	Building	557
NNSA	9828-02	Probe House	Building	193
NNSA	9828-03	Bag Filter House	Building	568
NNSA	9959-01	Storage	Building	106
NNSA	9980	Process Building	Building	4,361
NNSA	9981	Physical Testing, X-Ray	Building	8,687
NNSA	9996	Depleted Uranium Binary	Building	34,233
NNSA	9999	Motor Generator	Building	460
Y-12 Balance of Facilities				
NNSA	9424-01	Foam House for OD-9	Building	359
NNSA	9424-02	Foam House for OD-10	Building	357

*Size is shown in square feet unless noted otherwise.

Table 2. Y-12 Cleanup Facilities and Sites

Program Owner	Facility Number	Facility Description	Property Type	Size*
EM	9840-04	Drum Cleaning Station	Building	312
SC	9983-FX	Field Research Center Field Support Trailer	Trailer	680

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	1004-N-1	Cooling Tower	OSF	5,000	tons
EM	1004-N-1 CONT	RCW Lines	OSF	500	tons
EM	1004-NV-1	Valve House	OSF	1	each
EM	1006-A	Cooling Tower (North OF K-1006)	OSF	15,000	tons
EM	1006-D	Housing for Boiler Unit	OSF	1	each
EM	1007-P1	Pond, Large, Southwest of 1007	OSF	29,488	1,000 gal
EM	1007-P3	Pond, Southeast of 1007	OSF	5,898	1,000 gal
EM	1007-P4	Pond, Southwest of 1580	OSF	901	1,000 gal
EM	1007-P5	Pond, South of 1580	OSF	451	1,000 gal
EM	1022-02	Air Sampling Monitor (K2)	OSF	1	each
EM	1022-03	Air Sampling Monitor (K3)	OSF	1	each
EM	1022-06	Air Sampling Monitor (TSCA1)	OSF	1	each
EM	1022-07	Air Sampling Monitor (TSCA2)	OSF	1	each
EM	1022-13	Perimeter Air Monitoring Station #33	OSF	1	each
EM	1022-15	Perimeter Air Monitoring Station #42	OSF	1	each
EM	1022-16	Perimeter Air Monitoring Station #43	OSF	1	each
EM	1037 FENCE	K-1037 Fencing	OSF	2,900	feet
EM	1060	Central Material Yard	OSF	3,056	square yards
EM	1064	Salvage Material Yard	OSF	1	each
EM	1065 GATE	Security Gate System K-1065	OSF	500	feet
EM	1066-A	K-1423 Cylinder Storage Yard	OSF	7,672	square yards
EM	1066-C	Parking Area - Electrical Equipment Storage	OSF	2,569	square yards
EM	1066-D	West Wing Equipment Maintenance Yard	OSF	1,274	square yards
EM	1066-E	Former Cylinder Storage Yard North K-832	OSF	18,626	square yards
EM	1066-F	Empty 21st Century Container Storage Yard	OSF	10,167	square yards
EM	1066-H	LLW Outside Storage	OSF	1,782	square yards
EM	1066-J	Former Cylinder Storage Yard North K-1025	OSF	6,956	square yards
EM	1066-L	Pallet Storage Yard	OSF	5,667	square yards
EM	1066-N	Storage Yard South of K-101	OSF	3,500	square yards
EM	1070-A	Contaminated Burial Ground, Northwest K-33	OSF	1	each
EM	1070-B	Burial Ground, Northeast K-1423	OSF	1	each
EM	1070-C	Burial Ground Yard, East K-1414	OSF	8,000	cubic feet
EM	1070-D	Burial Ground, South K-1037	OSF	10,000	cubic feet
EM	1070-F	Contractors Burial Ground, Duct Run Rd	OSF	1	each
EM	1070-G	Burial Ground, North Portal 6	OSF	1	each
EM	1093	Storage Yard - Powerhouse Area	OSF	1	each
EM	1094	Clean Scrap Storage Yard	OSF	1	each
EM	1131-1087	Neutralization Pile, ER Site	OSF	250,000	cubic feet
EM	1200-A	Housing For Boiler Unit	OSF	1	each
EM	1203-02	Emergency Holding Basin	OSF	100	gallons/day
EM	1203-05	East Sludge Drying Bed	OSF	1,000	gallons/day
EM	1203-06	West Sludge Drying Bed	OSF	1,000	gallons/day
EM	1204-02	Sewage Lift Station, E-309-3	OSF	1,000	gallons/minute
EM	1204-05	Sewer Lift Station, Northwest 1501	OSF	1,000	gallons/minute

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	1204-11	Sewage Lift Station, South 1420	OSF	1,000	gallons/minute
EM	1204-12	Sewage Lift Station	OSF	1,000	gallons/minute
EM	1204-14	Sewage Lift Station	OSF	1,000	gallons/minute
EM	1204-15	Sewage Lift Station	OSF	1,000	gallons/minute
EM	1208	60-Meter Meteorological Tower	OSF	1	each
EM	1208-A	10-Meter Meteorological Tower	OSF	1	each
EM	1209	30-Meter Meteorological Tower	OSF	1	each
EM	1209-A	Thunderstorm Indicator	OSF	1	each
EM	1209-B	Doppler Sonar Unit	OSF	1	each
EM	1210 LIGHTING	K1210 Lighting Mod	OSF	1	kilowatts
EM	1220 LIGHTING	K1220 Lighting Mod	OSF	1	kilowatts
EM	K-1253-10	Tower K-10 Pine Ridge Water Tanks	OSF	1	each
EM	K-1253-11	Tower K-11 Powerhouse Area	OSF	1	each
EM	K-1253-12	Tower K-12 Bear Creek Road	OSF	1	each
EM	K-1253-13	Tower K-13 Central Acres Estate	OSF	1	each
EM	K-1253-14	Tower K-14 South of Gallaher Road	OSF	1	each
EM	K-1253-15	Tower K-15 East Blair Road	OSF	1	each
EM	K-1253-16	Tower K-16 North of K-1210	OSF	1	each
EM	K-1253-17	ETTP Public Warning System	OSF	1	each
EM	K-1253-18	Tower K-18 North of K-33	OSF	1	each
EM	K-1253 -19	Tower K-19 North of K-1420	OSF	1	each
EM	1232-J	Lime Storage Silo West of 1232	OSF	1	each
EM	1240-05A	Parking Area Portal 5 North	OSF	35,000	square yards
EM	1240-07A	Parking Area Portal 7	OSF	20,000	square yards
EM	1240-09A	Parking Area Portal 9	OSF	63,350	square yards
EM	1240-10A	Parking Area Portal 10 East	OSF	5,920	square yards
EM	1250-1	Railroad Bridge Southwest of K-31	OSF	241	feet
EM	1250-2	Vehicle Bridge Between K-27 and K-31	OSF	250	feet
EM	1250-3	Vehicle Bridge Between K-25 and K-33	OSF	285	feet
EM	1250-6	Railroad Bridge North of Portal 5	OSF	295	feet
EM	1252	K700 Barge Facility	OSF	1	each
EM	1253	ETTP Public Warning System	OSF	1	each
EM	131-36	Transformer Vault	OSF	5,000	kVA
EM	1313-L	Rubb Tent	OSF	1	each
EM	1316-K	Maintenance Storage Tent	OSF	1	each
EM	1407-AB	Recovery Sump Pump Station (Rs-04)	OSF	1	each
EM	1407-AC	Recovery Sump Pump Station (Rs-03)	OSF	1	each
EM	1407-AD	Recovery Sump Pump Station (Rs-02)	OSF	1	each
EM	1407-AF	Phase Separator & Transfer Station	OSF	600	feet
EM	1407-AG	Recovery Sump Pump Station (Rs-09)	OSF	1	each
EM	1407-AH	Recovery Sump Pump Station (Rs-08)	OSF	1	each
EM	1407-AJ	Recovery Sump Pump Station (Rs-07)	OSF	1	each
EM	1407-AL	Chromium Treatment System	Building	252	square feet
EM	1407-G	Pit Facility	OSF	1	each
EM	1407-R	Valve Pit North of 1407-G	OSF	1	each
EM	1407-S	Valve Pit North of 1407-K	OSF	1	each
EM	1407-T	Diverter Box	OSF	1	each
EM	1407-V	Wastewater Collection Sump	OSF	1	each

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	1407-W	Sump North of K-1407-V	OSF	1	each
EM	1407-Y	Central Neutralization Facility Tanker Unloading Area	OSF	1	each
EM	1407-Z	Containment Area - Southwest Corner of 1407-V	OSF	1	each
EM	1417-A	Storage Yard	OSF	10,648	square yards
EM	1417-B	Storage Yard	OSF	2,900	square yards
EM	1425-A	Waste Oil Tank	OSF	22,000	gallons
EM	1425-B	Waste Oil Tank	OSF	22,000	gallons
EM	1425-C	Waste Oil Tank	OSF	22,000	gallons
EM	1425-D	Waste Oil Tank	OSF	22,000	gallons
EM	1425-E	Waste Oil Containment Dike	OSF	167	square yards
EM	1435 GATE	Security Gate System K1435	OSF	528	feet
EM	1435-B1	Firewater Riser Building (South)	OSF	1	each
EM	1435-B2	Fenced Storage Area	OSF	1	each
EM	1435-C	Tank Farm and Drum Storage Tanker Unload	OSF	1	each
EM	1435-D	Incinerator Facility	OSF	190	gallons/day
EM	1435-D1	Battery Charging Station	OSF	288	square feet
EM	1435-D2	Firewater Riser Building (East)	OSF	1	each
EM	1435-D4	Storage Building Tent Rubb K-1435-D4	OSF	1	each
EM	1435-M	Equipment Tent	OSF	1	each
EM	1435-N	Storage Tent	OSF	1	each
EM	1435 WWTS	TSCA Waste Water Treatment System	OSF	65,000	gallons/day
EM	1515-C	Holding Pond Lagoon (Inactive)	OSF	30,032	square feet
EM	1515-F	Lagoon	OSF	1,200,000	1,000 gal
EM	1544	Sanitary Water Metering Pit	OSF	1	each
EM	1700	Stream/Weir Dam Sampling Station	OSF	1	each
EM	2.1	Roads, Paved	OSF	8	miles
EM	2.2	Roads, Unpaved	OSF	4	miles
EM	2527FENCE	K25/K27 Fencing	OSF	6,500	feet
EM	4	Steam Generation All	OSF	201,600,000	BTUH
EM	5	Water Supply All	OSF	84,900	feet
EM	700-A-02	Substation North of K-1414	OSF	150	kVA
EM	700-A-50	Substation Inside of K-1006	OSF	1	kVA
EM	700-A-65	Substation East of K-1200	OSF	1	kVA
EM	700-A-71	Substation, Switching East of K-25	OSF	1	kVA
EM	700-A-73	Substation South of K-1419	OSF	1	kVA
EM	702-A	Discharge Flume and Culvert	OSF	1	each
EM	705-A	Trash Barrier	OSF	1	each
EM	705-C	Intake Tunnel	OSF	1	each
EM	708-F	Coal Storage Yard	OSF	1	each
EM	765	K-720 Fly Ash Pile (Slag Disposal Area)	OSF	1	each
EM	770	Scrap Metal Storage Yard	OSF	30,000	cubic feet
EM	801-AA	Valve Vault	OSF	1	each
EM	801-BB	Valve Vault	OSF	1	each
EM	801-CC	Valve Vault	OSF	1	each
EM	802-C	Sprinkler Valve House	OSF	1	each
EM	802-CC	832 Make-up Meter Pit	OSF	1	each

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	806	McKinney Ridge Site Road Repeater Station	OSF	1	each
EM	807	Cooling Water Venturi Vault	OSF	1	each
EM	808	Cooling Water Venturi Vault	OSF	1	each
EM	809	Cooling Water Venturi Vault	OSF	1	each
EM	810	Cooling Water Venturi Vault	OSF	1	each
EM	811	Cooling Water Venturi Vault	OSF	1	each
EM	812	Cooling Water Venturi Vault	OSF	1	each
EM	813	Cooling Water Venturi Vault	OSF	1	each
EM	814	Radio Repeater – McKinney Ridge Site	OSF	1	each
EM	835	Venturi Vault	OSF	1	each
EM	836	Venturi Vault	OSF	1	each
EM	837	Venturi Vault	OSF	1	each
EM	838	Valve Vault	OSF	1	each
EM	839	Valve Vault	OSF	1	each
EM	864	Meter Vault, RCW	OSF	1	each
EM	865	By Pass Vault, RCW	OSF	1	each
EM	869	Valve Vault, RCW	OSF	1	each
EM	870	Valve Vault, RCW	OSF	1	each
EM	871	Valve Vault, RCW	OSF	1	each
EM	872	Valve Vault, RCW	OSF	1	each
EM	874	Valve Vault, RCW (adjacent to 867)	OSF	1	each
EM	892-BB	Valve Vault, Clarifier B	OSF	1	each
EM	893-A	Valve Vault, RCW	OSF	1	each
EM	893-AA	Valve Vault, RCW	OSF	1	each
EM	893-B	Valve Vault, RCW	OSF	1	each
EM	893-BB	Valve Vault, RCW	OSF	1	each
EM	893-C	Valve Vault, RCW	OSF	1	each
EM	893-CC	Valve Vault, RCW	OSF	1	each
EM	893-D	Valve Vault, RCW	OSF	1	each
EM	893-DD	Valve Vault, RCW	OSF	1	each
EM	893-E	Valve Vault, RCW	OSF	1	each
EM	893-G	Valve Vault, RCW	OSF	1	each
EM	893-H	Valve Vault, RCW	OSF	1	each
EM	893-J	Valve Vault, RCW	OSF	1	each
EM	893-K	Valve Vault, RCW	OSF	1	each
EM	893-L	Valve Vault, RCW	OSF	1	each
EM	893-M	Valve Vault, RCW, East of 892B	OSF	1	each
EM	893-P	Valve Vault, RCW	OSF	1	each
EM	893-Q	Valve Vault, RCW	OSF	1	each
EM	893-V	Valve Vault, RCW	OSF	1	each
EM	893-W	Valve Vault, RCW	OSF	1	each
EM	893-X	Valve Vault, RCW	OSF	1	each
EM	893-Y	Valve Vault, RCW	OSF	1	each
EM	893-Z	Valve Vault, RCW	OSF	1	each
EM	897-A	Oil Containment Structure, Northeast K-33	OSF	50	square feet
EM	897-B	Oil Containment Structure, Northwest K-1025-E	OSF	50	square feet

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	897-C	Oil Containment Structure, Northeast K-31	OSF	58	square feet
EM	897-D	Oil Containment Structure, Northeast K-31	OSF	37	square feet
EM	897-E	Oil Containment Structure, Southwest K-31	OSF	50	square feet
EM	897-F	Oil Containment Structure, South K-31	OSF	37	square feet
EM	897-G	Oil Containment Structure, South K-1206-F	OSF	58	square feet
EM	897-H	Oil Containment Structure, West K-1131	OSF	54	square feet
EM	897-J	Oil Containment Structure, South Portal 9	OSF	50	square feet
EM	897-K	Oil Containment Structure, South K-732	OSF	34	square feet
EM	897-L	Oil Containment Structure, Southwest K-31	OSF	62	square feet
EM	897-M	Oil Containment Structure, Northwest K-31	OSF	14	square feet
EM	897-N	Oil Containment Structure, Southwest K-33	OSF	34	square feet
EM	897-P	Oil Containment Structure, Northwest K-33	OSF	45	square feet
EM	899-A	Sanitary Water Valve Vault	OSF	1	each
EM	899-B	Blow Down Valve Vault	OSF	1	each
EM	899-C	Sanitary Water Valve Vault	OSF	1	each
EM	899-D	Blow Down Valve Vault	OSF	1	each
EM	899-E	Blow Down Valve Vault	OSF	1	each
EM	899-F	Blow Down Valve Vault	OSF	1	each
EM	899-G	Blow Down Valve Vault	OSF	1	each
EM	899-H	Blow Down Valve Vault	OSF	1	each
EM	899-J	Blow Down Valve Vault	OSF	1	each
EM	899-K	Blow Down Valve Vault	OSF	1	each
EM	899-L	Valve Vault	OSF	1	each
EM	899-M	Blow Down Valve Vault	OSF	1	each
EM	899-N	Blow Down Valve Vault	OSF	1	each
EM	899-P	Sanitary Water Valve Vault	OSF	1	each
EM	901-A	K-901-A Holding Pond	OSF	13,033	1,000 gal
EM	901-A-SDA	North Waste Disposal Area	OSF	1	each
EM	901-WDA	South Waste Disposal Area	OSF	1	each
EM	COMM SYS	Communication Systems All	OSF	1	each
EM	CONTR DISP	Contractors Disposal Area	OSF	42,604,740	cubic feet
EM	FENCES	Fence All	OSF	78,000	feet
EM	FIREALA	Fire Alarm Systems All	OSF	1	each
EM	GW MONT WELLS	Groundwater Monitoring Wells All	OSF	1	gallons/minute
EM	HAULRD	Haul Road	OSF	8	miles
EM	HAULRD BRIDGE 1	Haul Road Bridge over SR58	OSF	130	feet
EM	HAULRD BRIDGE 2	Haul Road Bridge over Bear Creek	OSF	110	feet

*Size is shown in square feet unless noted otherwise.

Table 3. ETTP Sites for Closure and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	HAULRD BRIDGE 3	Haul Road Bridge over SR95	OSF	90	feet
EM	K25 WTRANS CORR	Gravel Pad West of Non-destructive Assay Shop (2500-G)	OSF	7,467	square yards
EM	PAVED AREAS	Paved Areas	OSF	698,000	square yards
EM	PHASE2 FENCE	Site Phase 2 Fencing	OSF	450	feet
EM	PHASE3 FENCE	Site Phase 3 Fencing	OSF	1,700	feet
EM	RIFENCE	Fence	OSF	2,800	feet
EM	SEWAGE SYSTEM ALL	Sewage System All	OSF	1	each
EM	TRANS & DIST SYST	Transmission and Distribution System	OSF	1	each
EM	WALKS	Walks All	OSF	20,840	feet

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
LGWO Facilities and Sites					
EM	7569	Collection Tank Melton Valley	OSF	1	each
EM	7830	LLW Waste Storage Tank Facility	OSF	400,000	gallons
EM	7856	Melton Valley Storage Tanks Capacity Increase Project	OSF	600,000	gallons
EM	7892	Storage Building for 7856 Operations	Building	400	square feet
EM	7935	Equipment Cleaning Facility	Building	3,200	square feet
EM	7961	Melton Valley Process Waste Collection Tanks	OSF	400,000	gallons
Melton Valley Solid Waste Storage and Operations Facilities					
EM	7572	CH-TRU Waste Storage Facility	Building	7,000	square feet
EM	7574	Nuclear Fuel Services, Inc. Waste Storage Facility	Building	4,150	square feet
EM	7586	Rad Support Trailer	Trailer	800	square feet
EM	7667	Chemical Detonation/Disposal Facility	Building	2,100	square feet
EM	7822K	Solid Waste Staging and Storage	OSF	1	each
EM	7823	CH-TRU Waste Storage Facility	OSF	64,400	cubic feet
EM	7823B	Temporary Waste Storage Facility	Building	1,550	square feet
EM	7823C	Temporary Waste Storage Facility	Building	1,550	square feet
EM	7823D	Temporary Waste Storage Facility	Building	1,550	square feet
EM	7823E	Temporary Waste Storage Facility	Building	2,000	square feet
EM	7823G	Crane Storage	Tent	2,400	square feet
EM	7824	Radioactive Waste Storage	Building	7,202	square feet
EM	7824A	Waste Examination and Assay Facility Office Trailer	Trailer	TBD	square feet
EM	7826	Retrievable Waste Storage	OSF	22,542	cubic feet
EM	7827	Shielded Dry Well Facility	OSF	1,069	cubic feet
EM	7829	Shielded Dry Well Facility	OSF	117	cubic feet
EM	7831	Field Office	Building	2,577	square feet
EM	7831F	Flammable Storage Unit	Building	700	square feet
EM	7834	Retrievable Waste Storage Facility 2	OSF	27,744	cubic feet
EM	7855	Concrete Cast Storage Facility	Building	2,883	square feet
EM	7860A	Temporary Waste Storage Facility	Building	3,936	square feet
EM	7860B	Retrievable RH TRU Storage Pad	OSF	1	each
EM	7879	TRU Solid LLW Storage Facility	Building	4,150	square feet
EM	7883	RH-TRU Waste Storage Bunker	Building	4,582	square feet
EM	7880	Waste Processing Facility	Building	38,938	square feet
EM	7880A	CH Staging Area	Building	4,377	square feet
EM	7880BB	CH Marshaling Building	Building	7,061	square feet
EM	7898A	Trench 13	OSF	1	each
EM	N/A	Portable Unit 1	OSF	1	each
Balance of ORNL Facilities and Sites					
EM	0020712	Personnel Access Control System - SWSA #6	OSF	1	each
EM	0830	White Oak Creek Embayment Structure	OSF	17	acre-feet
EM	0857	Goat Building	Building	250	square feet
EM	0870	Raccoon Creek Weir and Monitoring Station	OSF	1	each

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	0900	Firearms Range	OSF	5	Firing Pads
EM	1001	SWSA #3 Burial Ground	OSF	1	each
EM	1554	Closed Contractor Landfill Area	OSF	1	each
EM	1562	Closed Buried Scrap Metal Area	OSF	1	each
EM	1566	First Creek Weir and Monitoring Station	OSF	1	each
EM	2016C-DL	Corehole 8 Plume Distribution System (K600804)	OSF	140	gal/minute
EM	2026A	Tank Southeast of Building 2026	OSF	1	each
EM	2032	Manhole 240 Monitoring Station 1	OSF	1	each
EM	2099	Monitoring Control Station for Building 2026	OSF	1,900	gallons
EM	2101	Waste Management Organization Health and Hygiene Support	Building	3,794	square feet
EM	2531	Radioactive Waste Evaporator	Building	3,724	square feet
EM	2532	High Level Waste Storage Cooling Pumphouse	Building	166	square feet
EM	2533	Cell Ventilation Filter Pit	OSF	24	cubic feet
EM	2534	Off-gas Filter Pit	OSF	8	cubic feet
EM	2535	Evaporator System A2 Cooling Tower #1	OSF	924	tons
EM	2537	Evaporator Service Tanks and Control Room	OSF	150,000	gallons
EM	2539	Evaporator System 2A2 Cooling Tower #2	OSF	250	tons
EM	2568	Cell Ventilation Off-gas Filters - 2531	OSF	96	cubic feet
EM	2600	Bethel Valley Process Waste Storage Tank	OSF	1,700,000	gallons
EM	2600-PCU	2600 Process Control Unit (K334176)	OSF	1	each
EM	2624	SWSA #1 Burial Ground	OSF	1	each
EM	2649	Transported Waste Receiving Facility	Building	8,322	square feet
EM	2650	Evaporator Chemical Shed	OSF	96	square feet
EM	2651	Optional Standby Generator for 2600 Area	OSF	313	kVA
EM	2657	Manhole 243 Monitoring Station	OSF	1	each
EM	2658	F-4005 Monitoring Station	OSF	1	each
EM	2660	Office Building	Building	6,650	square feet
EM	3001	Graphite Reactor Building (including Canal)	Building	38,208	square feet
EM	3001-R	3001 Graphite Reactor (X900001)	OSF	1	each
EM	3002	Filter House for Graphite Reactor - 3001	OSF	100,170	cubic feet
EM	3002A	Drain Tank South of 3003	OSF	1	each
EM	3003A	LLLW Drain Tank South of 3003	OSF	1	each
EM	3005	Low-Intensity Test Reactor Facility	Building	4,483	square feet
EM	3005-R	3005 Low Intensity Test Reactor, X900005	OSF	1	each
EM	3009	Pump House For Building 3010	Building	156	square feet
EM	3010	Bulk Shielding Reactor Facility	Building	4,335	square feet
EM	3010-RP	3010 Reactor Pool (X900004)	OSF	1	each
EM	3010-RS	3010 Bulk Shielding Reactor (X900007)	OSF	1	each
EM	3018	Exhaust Stack-3018	OSF	4,872	cubic feet/minute
EM	3023	North Tank Farm	OSF	1	each
EM	3025E-DL	Bethel Valley LLW System (K399021)	OSF	200	feet

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	3026C	Radioisotope Development Lab-B	OSF	1	each
EM	3026D	Dismantling and Examination Hot Cells	Building	2,410	square feet
EM	3028	Radioisotope Production Lab-A	Building	6,921	square feet
EM	3029	Radioisotope Production Lab-B	Building	3,406	square feet
EM	3030	Radioisotope Production Lab-C	Building	784	square feet
EM	3031	Radioisotope Production Lab-D	Building	785	square feet
EM	3032	Radioisotope Production Lab-E	Building	786	square feet
EM	3033	Radioisotope Production Lab-F	Building	837	square feet
EM	3033A	Radioisotope Production Lab Annex	Building	806	square feet
EM	3038	Radioisotope Laboratory	Building	7,110	square feet
EM	3039	Central Radioactive Off-gas Disposal Facility	OSF	110,000	cubic feet/minute
EM	3039-D6	3106 Ventilation Duct	OSF	1	each
EM	3042	Oak Ridge Research Reactor	Building	48,374	square feet
EM	3042-R	Oak Ridge Research Reactor (X900042)	OSF	1	each
EM	3083	Neutron Spectrometer Station 1	Building	87	square feet
EM	3089	Oak Ridge Research Reactor (3042) Cooling Tower No. 2	OSF	1	each
EM	3092	Off-gas Scrubber Facility	OSF	32	cubic feet
EM	3093	Storage Cubicle for Krypton	OSF	1	each
EM	3099	Storage Pad for Buildings 3031 and 3032	OSF	117	square yd
EM	3105	Waste Monitoring Control Center	Building	600	square feet
EM	3106	Cell Ventilation Filters- 4501/4505/4507	OSF	8,160	cubic feet
EM	3107	25-meter Target House	Building	192	square feet
EM	3109	Off-gas Filter-ORRR	OSF	104	cubic feet
EM	3110	Building Cell Filter House	OSF	445	cubic feet
EM	3117	Bulk Shielding Reactor Cooling Tower	OSF	1	each
EM	3118	Radioisotope Production Lab-H	Building	897	square feet
EM	3125	3039 Stack Emergency Generator	OSF	750	kVA
EM	3126	Charcoal Filter (Normal Off-gas) ORRR	OSF	1	cubic feet
EM	3127	LGWO Documentation Management Storage	Building	1,057	square feet
EM	3130	Waste Operations Control Center	Building	4,083	square feet
EM	3130-TK	3130 Diesel Fuel Storage Tank (X188035)	OSF	250	gallons
EM	3133	Bethel Valley Valve Box 1A	OSF	1	each
EM	3139	Cell Ventilation Filters-ORRR	OSF	1,200	cubic feet
EM	3143	ORRR Demineralization System	OSF	1,231	feet
EM	3145	LLW Collection Building	Building	124	square feet
EM	3151	Manhole 25 Monitoring Station 2	OSF	1	each
EM	3154	Manhole 112 Monitoring Building	OSF	1	each
EM	3155	Manholes 114 and 234 Monitoring Station	OSF	1	each
EM	3158	North Monitoring Building 3025/3026	OSF	1	each
EM	3159	South Monitoring Building 3500/4500	OSF	1	each
EM	3165	ORRR Decay Tank	OSF	1	each
EM	3502B	Data Concentrator 4 Waste Operations Control Center Data Acquisition System 3502	Building	112	square feet
EM	3503 LLLW	3503 WC-9 LLLW Tank Farm	OSF	1	each

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	3504 LLLW	3504 WC-7 LLLW Collection Tank	OSF	1	each
EM	3505-T1	Caustic Storage Tank (3505A)	OSF	5,000	gallons
EM	3505-T2	Acid Storage Tank (3505B)	OSF	5,000	gallons
EM	3507	South Tank Farm	OSF	1	each
EM	3513	Settling Basin 3513	OSF	1	each
EM	3515	Fission Product Pilot Plant	Building	704	square feet
EM	3517	Fission Products Development Laboratory	Building	16,080	square feet
EM	3518	Process Wastewater Neutralization Plant	Building	1,742	square feet
EM	3524	Equalization Basin	OSF	1	each
EM	3525	High-Rad Level Examination Laboratory	Building	TBD	TBD
EM	3542	Storage Building For 3505 & 3517	Building	613	square feet
EM	3544	Process Waste Treatment Plant	Building	3,055	square feet
EM	3544B	Filter Press Building	OSF	352	square feet
EM	3547	Cell Vent Roughing Filter for 3517	OSF	2,671	cubic feet
EM	3548	Cell Vent Filters for 3517	OSF	486	cubic feet
EM	3594	Waste Management Storage Building	Building	168	square feet
EM	3597	Hot Storage Garden	OSF	1	each
EM	3608	NonRad Wastewater Treatment Plant	Building	4,525	square feet
EM	3609 LLLW	3609 TH-4 LLLW Collection Tank	OSF	1	each
EM	3613	Diversion Box Monitoring Station 3	OSF	1	each
EM	3614	Manhole 190 Monitoring Station 4	OSF	1	each
EM	3615	Manhole 235 Monitoring Station 5	OSF	1	each
EM	3616	Manhole 149 Monitoring Station 6	OSF	1	each
EM	3617	Manhole 229 Monitoring Station 7	OSF	1	each
EM	3618	WC-10 Tank Farm Pumping Station	Building	630	square feet
EM	3618 LLLW	3618 LLLW WC-10 Tank Farm	OSF	1	each
EM	3620	Hot Off-Gas Collection Tank (F-2175)	OSF	250	gallons
EM	3623	Flanders Filter House for Building 3517	OSF	1,133	cubic feet
EM	4001	Pumping Station, Process Waste	OSF	1	each
EM	4003	SWSA #2 Burial Ground	OSF	1	each
EM	4507	High Level Chemical Development Lab	Building	3,969	square feet
EM	4556	Filter Pit for Building 4507	OSF	1	each
EM	7500	Homogeneous Reactor Experiment	Building	12,269	square feet
EM	7500-TR1	7500 Shower Trailer	Trailer	480	square feet
EM	7503	MSRE	Building	28,514	square feet
EM	7503B	MSRE Septic Tank	OSF	2,000	gallons
EM	7506	LGWO Maintenance Support Shop	Building	2,353	square feet
EM	7507	Substores	Building	1,600	square feet
EM	7507W	Storage Facility	Building	1,600	square feet
EM	7509	MSRE Office Building	Building	3,949	square feet
EM	7511	Filter Pit for MSRE 7503	OSF	8,120	cubic feet
EM	7512	Stack for 7503	OSF	30,000	cubic feet/minute
EM	7514	Filter House for 7503	Building	273	square feet
EM	7516	Field Service Shop	Building	5,069	square feet
EM	7555	Diesel Generator House for 7503	Building	3,500	square feet

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	7560	LLLW Waste Condensation Tank for 7500	OSF	1	each
EM	7562	LLLW Collection and Storage Tank for 7500	OSF	1	each
EM	7582	Receiving Facility	Building	6,900	square feet
EM	7583D	Temporary Storage Facility	Building	773	square feet
EM	7602	Integrated Process Demonstration Facility	Building	14,840	square feet
EM	7658	Closed Contractors Landfill	OSF	1	each
EM	7667	Chemical Waste Disposal Facility	OSF	2,100	square yards
EM	7701	Tower Shielding Facility Pool	OSF	1	each
EM	7702	Control House, Tower Shielding Facility	Building	4,510	square feet
EM	7703	Hoist House, Tower Shielding Facility	Building	4,615	square feet
EM	7704	Control House, Tower Shielding Facility	Building	2,251	square feet
EM	7705	Pump House, Tower Shielding Facility	Building	469	square feet
EM	7706	Heat Exchanger (Tower Shielding Facility Cooler)	OSF	1,700	tons
EM	7707	Battery House, Tower Shielding Facility	Building	400	square feet
EM	7708	Reactor Shield Storage, Tower Shielding Facility	Building	3,121	square feet
EM	7711	Process Waste Basin	OSF	1	each
EM	7716	Filter Pump House Main Pool	OSF	600	gal/minute
EM	7720	Tower Shielding Civil Defense Bunker	Building	900	square feet
EM	7750	Septic Tank, Tower Shielding Facility	OSF	1,500	gallons
EM	7760	Process Waste Collection Tank, Tower Shielding Facility	OSF	6,000	gallons
EM	7800	SWSA #4 Burial Ground (K400188)	OSF	1	each
EM	7802	SWSA #5 Burial Ground	OSF	1	each
EM	7802C	Deep Monitoring Well #1 Building	OSF	1	each
EM	7802D	Deep Monitoring Well #2 Building	OSF	1	each
EM	7802N	SWSA# 5 North Trench Disposal Area	OSF	1	cubic feet
EM	7805	Waste Pit No. 1	OSF	1	each
EM	7807	Waste Pit No. 3	OSF	1	each
EM	7808	Waste Pit No. 4	OSF	1	each
EM	7809	Waste Trench No. 5	OSF	1	each
EM	7810	Chemical Waste Trench No. 6	OSF	1	each
EM	7813	White Oak Creek Dam	OSF	36	acre-feet
EM	7818	Waste Trench No. 7	OSF	1	each
EM	7821	Emergency Waste Basin	OSF	1	each
EM	7822	SWSA #6 Burial Ground	OSF	1	each
EM	7822A	High Range Disposal Wells	OSF	1	each
EM	7822E	Hillcut Disposal Test Facility	OSF	1	each
EM	7822F	Tumulus I	OSF	1	each
EM	7822G	Tumulus II	OSF	1	each
EM	7822H	Asbestos Silos	OSF	1	each
EM	7822J	Solid Waste Staging and Storage	OSF	1	each
EM	7823A	Underground Storage Facility Well	OSF	1	each
EM	7830A	T-13 LLLW Slotting Tank	OSF	5,000	gallons
EM	7831	Field Office and Compactor Facility	Building	2,577	square feet
EM	7842A	LWSP II Solidified Waste Storage	OSF	1	each
EM	7857	IWMF Monitoring Station	OSF	1,296	square feet

*Size is shown in square feet unless noted otherwise.

**Table 4. ORNL Facilities and Sites for Surveillance and Maintenance
 and Environmental Monitoring**

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	7859A	Sample Storage Buildings	Building	80	square feet
EM	7860-ST	Septic Tank	OSF	750	gallons
EM	7862	Temporary Waste Storage Facility	Building	8,000	square feet
EM	7863	General Storage for Building 7860	Building	2,700	square feet
EM	7874	ESD Storage Building, Southwest SWSA #4	Building	2,880	square feet
EM	7877	LLW Solidification Facility	Building	1,980	square feet
EM	7880AB	Mock-up Training Building	Building	1,060	square feet
EM	7880AE	Instrumentation & Electrical Maintenance Shop	Building	640	square feet
EM	7880II	Steel Carport Cover	OSF	200	square feet
EM	7880K	Limited Access Gate Trailer	Trailer	288	square feet
EM	7880VV	Cask Processing Enclosure Support Enclosure	Trailer	160	square feet
EM	7886	Interim Waste Storage Pad # 1	OSF	1	each
EM	7887	Solid Liquid Separation System	OSF	50	gal/minute
EM	7888	Cask Loading Facility	Building	288	square feet
EM	7894	WAG 6 Monitoring Station 3 Shed for Monitoring Station #3	Building	36	square feet
EM	7895	Groundwater Treatment Facility	Building	924	square feet
EM	7898	SWSA #5 Burial Ground, North	OSF	1	each
EM	7898A	SWSA #5 North Trench 13 (CT8-7800)	OSF	1	each
EM	7922A	Data Concentrator #6 for Waste Operations Control Center Data Acquisition System	OSF	1	each
EM	7966	LLLW Monitoring and Collection Station	OSF	10,000	gallons
EM	7966A	7966 Filter House	OSF	24	cubic feet
EM	920027	Hot Waste Underground Piping	OSF	52,000	feet
EM	920033	Radioactive Liquid Waste System	OSF	17,400	feet
EM	920061	Melton Valley Process Waste Transfer Line	OSF	55,000	feet
EM	927602	Water Main 7600 Area	OSF	7,500	feet
EM	940002	Wells, Groundwater Monitoring - Capital	OSF	8	each
EM	GPKING	Gravel Parking	OSF	8,254	square yd
EM	K400192	Waste Isolation Pilot Plant Road (K400192)	OSF	1	miles
EM	K400193	Security Fence, Waste Isolation Pilot Plant Road - Wastren Site	OSF	15,380	feet
EM	K600816	Lighting and Utilities, Wastren Site	OSF	38	each
EM	PPKING	Paved Parking	OSF	9,421	square yd
EM	VMS	Vending Machine Shelter	OSF	84	square feet
EM	X184687	Badge Reader - SWSA #5	OSF	1	each
EM	X184688	Badge Reader - Burial Ground #5	OSF	1	each

*Size is shown in square feet unless noted otherwise.

Table 5. Y-12 Facilities and Sites for Surveillance and Maintenance and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
Landfills and CERCLA Disposal Facilities					
EM	9983-GU	EMWMF Changehouse	Trailer	2,160	square ft
EM	9983-GV	EMWMF Office Complex	Building	4,200	square ft
EM	9983-HL	Trailer	Trailer	1,056	square ft
EM	9983-HM	Trailer	Trailer	1,560	square ft
EM	9983-HN	Trailer	Trailer	1,344	square ft
EM	9983-HO	Trailer	Trailer	1,440	square ft
EM	9983-HP	Trailer	Trailer	1,080	square ft
EM	9983-HQ	Trailer	Trailer	160	square ft
EM	9983-HR	Trailer	Trailer	1,344	square ft
EM	K400196	EMWMF Disposal Cell	OSF	7	acres
EM	Y702013	Landfill VI	OSF	11	acres
EM	Y702025	Landfill II	OSF	25	acres
EM	Y702026	Landfill VII	OSF	25	acres
EM	Y701786	Sanitary Landfill Chestnut Ridge	OSF	7	acres
EM	K400190	Sanitary Landfill	OSF	7	acres
EM	K400191	Sanitary Landfill	OSF	7	acres
EM	Y701427	Landfill Sanitary	OSF	5	acres
EM	9611-03	Ground Water Sampling Equipment	OSF	1	each
EM	9611-04	Landfill Sampling Station	OSF	1	each
EM	9616-11	Office Building, Landfill V	Building	4,968	square ft
EM	9616-17	Truck Receiving Station	Building	264	square ft
Balance of Y-12 Facilities and Sites					
EM	9201-04	Environmental Management (Alpha-4)	Building	510,218	square ft
EM	9213	Development/Offices	Building	23,635	square ft
EM	9401-02	Plating Shop and Maintenance	Building	13,673	square ft
EM	9418-03	Vault	OSF	1	each
EM	9703-14	Former Post 3-South Portal (9213 Area)	Building	123	square ft
EM	9720-44	Shed-Sludge Handling Facility	OSF	1	each
EM	9720-45	Liquid Organic Waste Facility	OSF	1	each
EM	9720-60	Solid Storage Facility	Building	13,780	square ft
EM	9809-01	Waste Storage	OSF	1,406	square ft
EM	9811-08	Transfer Station, 9811-8	OSF	1	each
EM	9825-01	Waste Storage	OSF	32,000	cubic ft
EM	9825-02	Waste Storage	OSF	32,000	cubic ft
EM	9830-08	Storage Facility	OSF	5,000	square ft
EM	9830-09	Storage Facility	OSF	5,000	square ft
EM	9830-10	Storage Facility	OSF	5,000	square ft
EM	9830-11	Storage Facility	OSF	5,000	square ft
EM	9830-12	Storage Facility	OSF	5,000	square ft
EM	9830-13	Storage Facility	OSF	5,000	square ft
EM	9830-14	Storage Facility	OSF	5,000	square ft
EM	9840-04	Drum Cleaning Station	Building	312	square ft
EM	9960-01	Severe Weather Shelter	Building	180	square ft
EM	9960-02	Severe Weather Shelter	Building	180	square ft
EM	9960-03	Severe Weather Shelter	Building	180	square ft
EM	9960-04	Severe Weather Shelter	Building	180	square ft
EM	9960-05	Severe Weather Shelter	Building	180	square ft

*Size is shown in square feet unless noted otherwise.

Table 5. Y-12 Facilities and Sites for Surveillance and Maintenance and Environmental Monitoring

Program Owner	Facility Number	Facility Description	Property Type	Size	UOM
EM	9960-06	Severe Weather Shelter	Building	180	square ft
EM	9960-07	Severe Weather Shelter	Building	180	square ft
EM	9960-08	Severe Weather Shelter	Building	180	square ft
EM	9983-CQ	WTSD Sampling Crew Trailer	Trailer	198	square ft
EM	9999-02	Motor Generator (9213 Area)	Building	266	square ft
EM	K400186	S-3 Parking and Storage Area	OSF	157,455	square ft
EM	Y700071	9409-11 Basin	OSF	1	each
EM	Y701068	Chain Link Fence (Rogers Quarry)	OSF	3,600	feet
EM	Y701518	ECRWP Pit Liquid Storage Facility	OSF	89	cubic ft
EM	Y701588	9401-02 Spill Retention Facility	OSF	1	each
EM	Y701664	Chain Link Fence	OSF	4,290	feet
EM	Y701665	Kerr Hollow Fence	OSF	3,775	feet
EM	Y701794	Concrete Storage Pad	OSF	944	square yard
EM	Y701978	9811-08 Basin	OSF	1	each

*Size is shown in square feet unless noted otherwise.

Part I – The Schedule

Section D

Packaging and Marking

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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.

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Part I – The Schedule

Section E

Inspection and Acceptance

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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 the Section I clause in Federal Acquisition Regulation (FAR) 52.252-2 *Clauses Incorporated by Reference*, of this Contract.

Table E-1. Clauses Incorporated by Reference

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 FFP Task Orders only)	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only)	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only)	
E.1.5	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a)
E.1.6	FAR 52.246-12	Inspection of Construction (Aug 1996) (Applies to FFP construction work only)	
E.1.7	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
E.1.8	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
Acronyms: CR Cost Reimbursement FAR Federal Acquisition Regulation FFP Firm-Fixed-Price			

Fill-In:

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with U.S. Department of Energy (DOE) Order 414.1D, Change 1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 Code of Federal Regulations (CFR) 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System per DOE Order 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including the work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE Order 414.1, 10 CFR 830, Subpart A, are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities, and other risks. The basis of the graded approach utilized shall be documented, and submitted to DOE for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

- (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision (CD)-1 *Approval Alternative Selection and Cost Range* prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
- (ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA)-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”

- (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

- (i) ASME NQA-1a 2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (ii) ASME NQA 1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
- (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management Systems - Requirements*; and
- (iv) ANSI/ASQ Z1.13-1999 (or later edition), *Quality Guidelines for Research*.

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.

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Section F

Deliveries or Performance

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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 the Section I clause in Federal Acquisition Regulation (FAR) 52.252-2 *Clauses Incorporated by Reference*, of this Contract.

Table F-1. Clauses Incorporated by Reference

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984) (Applies to FFP construction work only)	(a) To Be Determined on a Task Order basis (c) To Be Determined on a Task Order basis
F.1.2	52.242-14	Suspension of Work (Apr 1984) (Applies to FFP construction work only)	
F.1.3	52.242-15	Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)	
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.1.5	52.242-17	Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)	
Acronyms: CR Cost Reimbursement FFP Firm-Fixed-Price FAR Federal Acquisition Regulation			

F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

The services specified by this Contract shall be performed at the following location(s):

The U.S. Department of Energy Oak Ridge Reservation, which includes the Y-12 National Security Complex, Oak Ridge National Laboratory, East Tennessee Technology Park, and other locations as directed by the Contracting Officer.

F.3 Period of Performance

- (a) The contract ordering period shall be ten (10) years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period. The effective date of this Contract is the first day of the Task Order-1 Transition period of performance.
- (b) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.
- (c) Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed five (5) years beyond the end of the Contract ordering period.
- (d) The period of performance for any individual Firm-Fixed-Price or Cost-Reimbursement Task Order shall not exceed ten (10) years, including any option periods.

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Section G

Contract Administration Data

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G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)

The Contracting Officer (CO) is responsible for administration of the Contract. The CO may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled, *Contracting Officer's Representative*, to perform specifically delegated functions. The CO 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) Issue Task Orders.

G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)

Pursuant to the clause at Department of Energy Acquisition Regulation (DEAR) 952.242-70 entitled, *Technical Direction*, the CO 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 CO.

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, Task Order number, 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) CO. 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 CO.
 - (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 or rights in data, including correspondence regarding waivers, deviations, or modifications to

requirements, terms, or conditions of the contract, shall be addressed to the CO. 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 CO and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:

(1) Administrative Contracting Officer

- (A) Name: **Heather Cloar**
(B) Telephone number: **(865) 576-1894**
(C) Address:
U.S. Department of Energy
Oak Ridge Office of Environmental Management
200 Administration Road
Oak Ridge, TN 37830
(D) Email address: **Heather.Cloar@orem.doe.gov**

(2) Contracting Officer's Representative

- (A) Name: To be provided
(B) Telephone number: To be provided
(C) Address:
U.S. Department of Energy
Oak Ridge Office of Environmental Management
200 Administration Road
Oak Ridge, TN 37830
(D) Email address: To be provided

(3) Intellectual Property Counsel

- (A) Name: To be provided
(B) Telephone number: To be provided
(C) Address:
U.S. Department of Energy
Integrated Support Center – Oak Ridge
200 Administration Road
Oak Ridge, TN 37830
(D) Email address: To be provided

(4) Government Contract Administration Office

- (A) Oak Ridge Office of Environmental Management
(B) Telephone number: To be provided
(C) Mailing address:
U.S. Department of Energy
Oak Ridge Office of Environmental Management
200 Administration Road
Oak Ridge, TN 37830

**G.5 DOE-G-2005 Billing Instructions – Alternate I (Mar 2019) (Revised)
(For Cost-Reimbursement Task Orders) (Applicable to Task Order 1 –
Transition Only)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the master IDIQ contract. Vouchers for payment of costs shall be submitted timely in accordance with Federal Acquisition Regulation (FAR) 52.216-7(a)(1), except for fee payments which shall be invoiced when earned. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element 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 CO.
 - (D) The Direct Productive Labor Hours incurred during the current billing period must be shown, and the Direct Productive Labor Hours summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
 - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
 - (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) 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 CO, 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.6 Invoice/Payment Procedures (Applicable to Task Order 1 – Transition Only)

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than thirty (30) 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.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO'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 CO within seven (7) calendar days, the Contractor shall make the credit as previously directed by the CO.
- (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 CO will notify the Contractor in writing. The CO'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 CO within seven (7) calendar days, the Contractor shall make the credit as previously directed by the CO.

- (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 thirty (30) 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.7 DOE-G-2007 Contractor Performance Assessment Reporting (Jul 2018) (Revised)

- (a) The CO 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 CO. Evaluation categories may include, but are not limited to, 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 adhere to the process and associated timeline found in the current version of the User Manual for CPARS.
- (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 Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS 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.8 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.9 Reporting Costs

- (a) The Contractor shall submit monthly cost reports to the CO for review. For the purpose of reporting allowable costs (except as provided in subparagraph (b) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - (1) Those recorded costs that, at the time the cost report is submitted, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

- (2) When the Contractor is not delinquent in paying costs of Contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - (i) Supplies and services purchased directly for the Contract and associated financing payments to subcontractors, provided payments determined due will be made:
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (ii) Materials issued from the Contractor's inventory and placed in the production process for use on the Contract;
 - (iii) Direct labor;
 - (iv) Direct travel;
 - (v) Other direct in-house costs; and
 - (vi) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of reporting cost under Government contracts; and
- (3) The amount of financing payments that have been paid by cash, check, or other form of payment to subcontractors.
- (b) Accrued costs of Contractor contributions under employee pension, deferred profit sharing, and employee stock ownership plans shall be excluded until actually paid unless:
 - (1) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (2) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (c) Allowable indirect costs under this Contract shall be reported in the cost report by applying indirect cost rates established.

Part I – The Schedule

Section H

Special Contract Requirements

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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 H Clauses entitled *Workforce Transition and Employee Hiring Preferences Including through Period of Performance; DOE-H-2001, Employee Compensation: Pay and Benefits; and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; the following definitions are applicable (unless otherwise specified):

- (a) "Contract Award Date" means the date the contract is signed by the Contracting Officer (CO), noted in Block 28 of the SF 33, *Solicitation, Offer and Award*.
- (b) "Contract Transition Period" means the transition period as defined in Section F of Task Order 1 - Transition.
- (c) "Grandfathered Employees" means those employees who are defined as Grandfathered Employees under the East Tennessee Technology Park (ETTP) multi-employer pension plan (MEPP) for Grandfathered Employees and other existing benefit plans sponsored by the Incumbent Contractor, and applicable law.
- (d) "Non-Grandfathered Employees" means employees who are not defined as Grandfathered Employees under the East Tennessee Technology Park (ETTP) multi-employer pension plan (MEPP) for Grandfathered Employees and other existing benefit plans sponsored by the Incumbent Contractor, and applicable law.
- (e) "Incumbent Contractor" means URS/CH2M Oak Ridge, LLC (UCOR) performing work under Contract DE-SC0004645.
- (f) "Incumbent Employees" means employees who are regular employees of UCOR as of the Contract Award Date.
- (g) "Non-Incumbent Employees" are employees other than Incumbent Employees.
- (h) "Oak Ridge Reservation" includes the three sites on the reservation (East Tennessee Technology Park, Oak Ridge National Laboratory and the Y-12 National Security Complex) that are operated by U.S. Department of Energy (DOE).

- (i) "Portsmouth and Paducah Contractors" means those DOE contractors and their first- and second-tier subcontractors at the Portsmouth and Paducah Gaseous Diffusion Plants with Grandfathered Employees who participate in the ETTP MEPP for Grandfathered Employees, Multiple Employer Welfare Association (MEWA), ETTP Severance Plan for Grandfathered Employees, Long Term Disability Program and the Retiree Healthcare Exchange.
- (j) "Initial Notice to Proceed" means the authorization issued by the CO to start incoming transition performance of this Contract.

H.4 Workforce Transition and Employee Hiring Preferences Including through Period of Performance

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.

The Contractor shall comply with the hiring preferences set forth below:

- (a) The Contractor shall provide Incumbent Employees, during the transition period, preferences in hiring for vacancies at the Oak Ridge Reservation for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement under this Contract, in accordance with the hiring preferences in paragraphs (1)–(2) below, in descending order of priority, any applicable collective-bargaining agreement(s), any applicable site seniority list(s) as provided to the Contractor by the CO, and in accordance with applicable law.
 - (1) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the Notice to Proceed date.
 - (2) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.
- (b) The Contractor shall provide, throughout the period of performance, preferences in hiring for vacancies at the Oak Ridge Reservation for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1)–(4) below, in descending order of priority.
 - (1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at Oak Ridge Reservation, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.

- (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) and (b), in descending order of priority, who are eligible for the hiring preference contained in the Section I clause of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference,” consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:
 - (i) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at Oak Ridge Reservation.
 - (ii) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
- (3) The Contractor shall give a preference in hiring to individuals who (a) were formerly employed by Incumbent Contractor at Oak Ridge Reservation; and (b) were involuntarily separated (other than for cause) from their employment at Oak Ridge Reservation who are not precluded from seeking employment at the Oak Ridge Reservation by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (c) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.
- (4) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Oak Ridge Reservation for any reason other than for cause; (b) who are not precluded from seeking employment with a DOE or National Nuclear Security Administration (NNSA) contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position.

H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor’s policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components;

- (1) Philosophy and strategy for all pay delivery programs.

- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.
- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment; and
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with Federal Acquisition Regulation (FAR) 31.205-6 and Department of Energy Acquisition Regulation (DEAR) 970.3102-05-6; “*Compensation for Personal Services*.” DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor’s Total Compensation System shall be fully documented, consistently applied, and acceptable to the CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the CO.

(c) Requirements for Subcontractors with Grandfathered Employees

DOE and the Contractor shall agree that its subcontractors with Grandfathered Employees will be subject to the requirements to provide pension and other benefits for Grandfathered Employees, as defined in paragraph (c) of H Clause entitled, *Definitions*.

- (1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F clause entitled, *Period of Performance*, and with each task order proposal submittal a list of subcontractors that will flow down the requirement for continuation of benefits to Grandfathered Employees.
- (2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.
- (3) The Contractor shall flow down, to all its subcontractors that participate in the ETTP MEPP in paragraph (1) and (2) of this section, the requirements of paragraphs (g) and (h) of this clause; and paragraphs (a) and (b) of H Clause entitled, *DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans*.
- (4) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor’s ability to utilize subcontractors as necessary to perform Contract requirements.

(d) Reports and Information

The Contractor shall provide the CO with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(3) and their total cash compensation at the time of contract award and at the time of any subsequent change to their total cash compensation.
- (3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.

(e) Employee Compensation Programs

The Contractor shall establish compensation programs for Incumbent Employees, and Non-Incumbent Employees as set forth in paragraphs (1) and (2) below and consistent with any applicable collective bargaining agreement(s), and applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are as defined in (f) of H Clause entitled *Definitions*.
 - (i) Pay. The Contractor shall provide equivalent base pay, as compared to base pay provided and reimbursed by the government to Incumbent Employees for at least the first year of the term of the Contract.
- (2) Non-Incumbent Employees are as defined in (g) of H Clause entitled, *Definitions*. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.
- (3) Cash Compensation
 - (i) The Contractor shall submit the following to the CO for a determination of cost allowability for reimbursement under the Contract:
 - (A) Any proposed major compensation program design changes prior to implementation.
 - (B) Variable pay programs/incentives. If not already authorized in the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
 - (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:

1. The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
2. The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
3. Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.

Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.

- (D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the CO for an advance determination of cost allowability. The CIP should include the following components and data:
1. Comparison of average pay to market average pay.
 2. Information regarding surveys used for comparison.
 3. Aging factors used for escalating survey data and supporting information.
 4. Projection of escalation in the market and supporting information.
 5. Information to support proposed structure adjustments, if any.
 6. Analysis to support special adjustments.
 7. Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the CIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the CO. (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
 8. A discussion of the impact of budget and business constraints on the CIP amount.
 9. Comparison of pay to relevant factors other than market average pay.
- (E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

- (F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when key personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
 - (ii) The CO'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 (e)(3)(i)(F) 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 CO.
 - (iii) Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:
 - (A) Voluntarily separates, resigns, or retires from employment,
 - (B) Is offered employment with a successor/replacement contractor,
 - (C) Is offered employment with a parent or affiliated company, or
 - (D) Is discharged for cause.
 - (iv) 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 or Task Order.
- (f) Employees Benefits
- (1) Grandfathered Employees shall remain in their existing pension plan (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements and applicable law.
 - (2) Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.
- (g) Pension and Other Benefit Programs
- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the CO makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such

new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable.

- (2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the CO's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the CO, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension or other benefit plan.
 - (i) An Employee Benefits Value Study, for non-bargaining unit employees, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value of the benefits programs offered by the Contractor to Employees measured against the relative value of benefit programs offered by the CO-approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources.
 - (ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other CO approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.
- (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the CO.
- (6) Within two years, or longer period as agreed to between the Contractor and the CO, of CO acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
- (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.
- (8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period

of continuous employment service of not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

- (9) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (i)(6) below for Pension Management Plan requirements).

- (10) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(h) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract Award.
- (2) Except for Commingled Plans in existence as of the effective date of the contract, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the date of Contract Award or the extension of a contract.

(i) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans listed below, (Lead Sponsor for MEPP, MEWA and MEWA-PRB) (or, if continuation of the existing plans is not practicable, comparable successor plans) including PRBs, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans, consistent with the requirements of the *Employee Retirement Income Security Act of 1974* (ERISA), and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued under the plans as of the date of the Contractor's assumption of Contract performance.

- (i) East Tennessee Technology Park Pension Plan for Grandfathered Employees (MEPP)
- (ii) East Tennessee Technology Park Health & Welfare Benefit Plan (MEWA)
- (iii) URS|CH2M Oak Ridge, LLC Health and Welfare Benefit Plan (single)
- (iv) East Tennessee Technology Park Retirement Savings Plan (401k)
- (v) East Tennessee Technology Park Retiree Medical Benefit Plan (MEWA-PRB)

(vi) East Tennessee Technology Park Severance Plan for Grandfathered Employees

- (2) Each Contractor's defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA Section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA Section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA Section 103 annually. In all cases, the Contractor must submit the audit results to the CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA Section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (6) The Pension Management Plan shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The Pension Management Plan shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's Pension Management Plan submission and any other current plan issues.

(j) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the Pension Protection Act of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the CO. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum for the subsequent fiscal year, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

- (2) Contractors that sponsor multi-employer defined benefit pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the Pension Protection Act, will require prior approval of the CO and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(k) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing Internal Revenue Service (IRS) Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(l) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the CO. The CO must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the CO:
 - (i) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (ii) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

- (iii) except in circumstances where the CO indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (iv) the Summary Plan Description; and,
 - (v) any such additional information as requested by the CO.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see (l)(1) above). The justification must:
- (i) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
 - (ii) provide the dollar estimate of savings or costs, and
 - (iii) provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination on the same day as the Contractor notifies the IRS of the spinoff; or
- (6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(o) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(p) Definitions

- (1) **Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.
- (2) **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) **Defined Benefit Pension Plan.** Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) **Defined Contribution Pension Plan.** Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) **Designated Contract.** For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits

- (a) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
 - (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in H Clause entitled, *Definitions*, the Contractor shall carry over the length of service credit from Incumbent Contractor for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.
 - (2) 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). Service credit for purposes of severance pay is subject to H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*.
- (b) Annual Actuarial Evaluations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract consistent with the plan documents. The Contractor shall submit to the CO annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation, and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.
 - (1) Meeting Test Requirements. With the approval of the CO, the Contractor shall establish threshold factors that indicate when the Contractor's Defined Benefit Pension Plan Pension may not meet

testing requirements within the next two plan years. Every six months the Contractor shall identify when the Defined Benefit Pension Plan may not meet testing requirements for the current plan year and the following plan year.

- (2) Failure to Meet Test Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the CO indicate that the Defined Benefit Pension Plan may not meet testing requirements, the Contractor shall provide the CO with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the CO, the Contractor shall provide quarterly updates on the status for testing purposes.
- (3) Changes to the Defined Benefit Pension Plan. In addition to any other provision of this Contract, including but not limited to Clause H.5, any changes or amendments to the Defined Benefit Pension Plan are subject to CO prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).
- (c) Allowable Salary for Key Personnel. Within 20 days after Notice to Proceed, or as identified by the CO, the Contractor will submit request for compensation approval, to the CO 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 CO.

H.7 Workforce Transition and Benefits Transition: Plans and Timeframes

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for CO 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, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and Section I Clause DEAR 952.226-74, *Displaced Employee Hiring Preference*. The Workforce Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:
 - (1) Within ten days after Notice to Proceed, the Contractor shall:
 - (i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor 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.9, *DOE-H-2028 Labor Relations*, and contact information for the above personnel;
 - (ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*;
 - (iii) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees and any labor organizations representing those employees, regarding implementation of the

requirements set forth in Clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*.

- (iv) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees and Grandfathered Employees as defined in Clause H.3, *Definitions*.
- (v) Submit to the CO a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.

(2) Within 15 days after Notice to Proceed, the Contractor shall:

- (i) Submit to the CO copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and with the requirements of Clause H.9, *H-2028 Labor Relations*, as applicable.
- (ii) Establish and provide a copy to the CO of its final written communication plan regarding:
 - (A) Implementation of the hiring preferences in Clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; and
 - (B) The communication process among DOE, site tenants and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after Notice to Proceed, the Contractor shall provide to the CO a copy of the final WF Transition Plan described in paragraph (a) above.

(4) Within 60 days after Notice to Proceed, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (a)(1)(ii) above.

(5) The Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, 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 90 day Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or
- (ii) On a less frequent basis, if requested by the CO.

(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 CO.

(b) Benefits Transition Plan.

- (1) The Contractor shall submit a draft Benefits Transition Plan for the approval of the CO, as set forth herein.
 - (i) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*; H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; and this Paragraph (b).
 - (ii) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
 - (iii) A written description of how pension and other benefit plans provided to employees pursuant to Clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* will be transitioned, or if needed, developed and implemented on or before the last day of the Transition Period.
 - (iv) If needed, an asset transfer agreement(s) to transfer assets from the Incumbent Contractor's MEPP to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the Transition Period the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor will address withdrawal liability issues and how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.
- (2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
 - (i) Within ten days after Notice to Proceed, the Contractor shall:
 - (A) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and
 - (B) Request the Incumbent Contractor and the applicable Portsmouth and Paducah Contractors to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from the Incumbent Contractor's existing defined pension plan and other benefit plans on or before the end of the Contract Transition Period.
 - (C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

- (ii) Within 15 days after Notice to Proceed, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from the Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*.
- (iii) Within 20 days of Notice to Proceed, the Contractor shall:
 - (A) Submit the final draft Benefits Transition Plan; and
 - (B) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and
 - (C) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Incumbent Contractor, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.
- (iv) Within 30 days after Initial Notice to Proceed, the Contractor shall provide the following to the CO:
 - (A) A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* will be amended and restated on or before the last day of the Contract Transition Period.
 - (B) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*; and
 - (C) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions for

pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or

- (D) If needed, as agreed to in the final written Benefits Transition Plan in (iv) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions for the pension and any other benefit plans.
- (v) No later than 45 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the CO for approval the proposed final versions of the documents provided in paragraph (iv) above.
- (vi) The Contractor shall respond to any comments provided by the CO under any of the above paragraphs within two days of receipt of the comments.
- (vii) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the CO upon the request of the CO:
 - (A) 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, and
 - (B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*; and
 - (C) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the CO for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.8 DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)

- (a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (i)(l) of H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the CO. If a Commingled plan is involved, the Contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

- (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract has been completed (any one such event may be deemed by the CO to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:
 - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
 - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the CO, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.9 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

- (a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and 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 of these activities, consistent with applicable laws.
- (b) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.
- (c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the CO regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the

Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the CO before submitting or agreeing to any collective bargaining proposal 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 as are identified by the CO. The approval of the economic bargaining parameters by the CO under this paragraph does not waive any other terms and conditions of the Contract.

- (e) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201, and all applicable Federal and state labor relations laws.
- (f) 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 agreements entered into 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 mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (f) in any subcontracts.
- (g) 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 CO 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 CO.
- (h) The Contractor shall immediately notify the CO or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (i) The Contractor shall provide the CO or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (j) The Contractor shall provide the CO or designee with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications
- (k) The Contractor shall provide to the CO or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
 - (1) List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;

- (2) A brief description of issues regarding each grievance;
- (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
- (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.10 Workforce Restructuring

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a Self-Select Voluntary Separation Program will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (1) The separating employee is leaving voluntarily;
 - (2) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;
 - (3) The replacement results in a net reduction in headcount and costs of regular employees; and
 - (4) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
 - (d) The Contractor must prepare and submit to the CO a specific workforce restructuring plan (Specific

Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

- (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the CO for approval at least 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:
<http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.
- (f) Pay-in-lieu of notice beyond two work-weeks requires written advance CO approval. The Contractor shall submit the request to the CO as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the CO.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the CO and DOE or NNSA site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- (i) The CO will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: a) any Self-Select Voluntary Separation Programs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without CO approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.231-71(f).

H.11 Labor Standards

- (a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards statute (formerly known as the Service Contract

Act of 1965), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Section J, Attachment J-10 provides further guidance on the Labor Standards Board Process and documents required to be submitted as part of proposed work packages.

- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1321, *Employee Rights under the Davis-Bacon Act*, and/or WH-1313, *Employee Rights on Government Contracts*.
- (c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the CO.
- (d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 Code of Federal Regulations (CFR) 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit, to the CO, the Office of Management and Budget Control Number 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system) or its successor system.

H.12 DOE-H-2003 Workers' Compensation Insurance (Oct 2014)

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the CO for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the CO of all renewal policies for workers compensation).

- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the CO for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.13 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (Revised)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, and DEAR 952.231-71 entitled, *Insurance - Litigation and Claims*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
 - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e.,

commercially purchased insurance with self-insured retention, such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The self-insured retention components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.

- (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (iv) Accounting of self-insurance charges.
 - (v) Accrual of self-insurance reserve. The CO's approval is required and predicated upon the following:
 - (A) The claims reserve shall be held in a special fund or interest bearing account.
 - (B) Submission of a formal written statement to the CO stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.
 - (D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - (8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the Contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.
 - (9) Comply with the CO's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
- (1) Provide the CO with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (i) The amount paid for each claim.
 - (ii) The amount reserved for each claim.
 - (iii) The direct expenses related to each claim.
 - (iv) A summary for the plan year showing total number of claims.
 - (v) A total amount for claims paid.
 - (vi) A total amount reserved for claims.

- (vii) The total amount of direct expenses.
- (2) Provide the CO with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- (3) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.
- (c) Terminating Operations. The Contractor shall:
 - (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
 - (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the CO.
 - (3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.
- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
 - (1) Obtain the written approval of the CO for any change in program direction; and
 - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

Business System Clauses

H.14 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 entitled, *Accounting System Administration*;
- (2) “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
- (3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
- (4) “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and

- (5) "Purchasing system", if this contract includes the Section H clause entitled, *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 CO 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 CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice of potential withholding of provisional payment of fee and/or potential fee reduction in accordance with the Performance Evaluation and Measurement Plan.

- (d) Withholding provisional payment(s) of fee.

- (1) If the CO issues the final determination with a notice for significant deficiencies in a Contractor business system required under this contract, the CO will notify the Contractor, in writing, of a potential withholding of provisional fee payment until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO'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.

- (e) Correction of deficiencies.

- (1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.
- (2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:

- (i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will notify the Contractor, in writing, that the contractor may request payment of withheld provisional fee associated with the CO's final determination. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.
- (ii) If the CO determines that the Contractor still has significant deficiencies, the CO shall continue withholding provisional fee payments in accordance with paragraph (d) of this clause.
- (iii) If the CO 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 CO will discontinue withholding provisional fee payments, and allow the contractor to request provisional fee payments previously withheld directly related to the significant deficiencies identified in the Contractor notification.
- (iv) At any time after the CO stops withholding provisional payment of fee, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will notify the contractor and reinstate or increase withholding, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.15 DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised)

(a) Definitions.

"Acceptable estimating system" means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems; and
- (4) Is subject to applicable financial control systems.

"Estimating system" means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;

- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in DOE Order 413.3 or current version; or a non-capital asset project and either:

- (1) The total prime contract value exceeds \$50 million, including options; or
- (2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the CO, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. 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 requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after the effective date of the transition task order that:

- (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
- (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall:

- (i) Comply with its disclosed estimating system; and
- (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
 - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
 - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
 - (v) Provide for adequate supervision throughout the estimating and budgeting process.
 - (vi) Provide for consistent application of estimating and budgeting techniques.
 - (vii) Provide for detection and timely correction of errors.
 - (viii) Protect against cost duplication and omissions.
 - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
 - (x) Require use of appropriate analytical methods.
 - (xi) Integrate information available from other management systems.
 - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
 - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
 - (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
 - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
 - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
 - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR Chapter 1) and DEAR (48 CFR Chapter 9).
- (e) Significant deficiencies.

- (1) The CO will provide an 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 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating 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 CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the CO'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.
- (g) Withholding provisional payment(s) of fee. If the CO makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold provisional payment(s) of fee in accordance with that clause.

H.16 DOE-H-2024 Earned Value Management System (Mar 2019) (Revised)

Definitions. As used in this clause:

"Acceptable Earned Value Management System" means an earned value management system (EVMS) that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description is to be used for the CFSR.

"Earned Value Management System" means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

"Integrated Master Schedule" (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

“Integrated Performance Management Report” (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE’s IPMR Data Item Description is to be used for the IPMR.

“Over Target Baseline” means an overrun to the Contract Budget Base which is formally incorporated into the Performance Measurement Baseline for management purposes.

“Over Target Schedule” means the condition in which a baseline schedule is time-phased beyond the contract completion date.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

“Work Breakdown Structure” means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

- (a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use:
- (1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748), including a System Description. The EVMS shall be linked to and supported by the contractor’s various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.
 - (2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.
 - (i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.
 - (ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.
 - (iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month’s accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)
 - (iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.
- (b) EVMS certification.
- (1) For contracts supporting projects valued at \$100M or more, the contractor’s EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3, the DOE Office of Project Management is DOE’s EVMS certifying authority. If, at the time of award, the contractor’s EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor

shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

- (2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the CO. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after award of the Task Order. DOE and the contractor will use the IBR process described in the National Defense Industrial Association IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the CO or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the CO prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
 - (1) The CO will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.
 - (2) The contractor shall respond within 30 working days to a written determination from the CO that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.

- (3) The CO will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the CO's final determination concerning:
- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action;
 - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
 - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the CO. When the CO determines that the existing EVMS contains one or more significant deficiencies, the CO will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
- (4) When the contractor receives the CO's 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.
- (h) Withholding provisional payment(s) of fee. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold provisional payment(s) of fee until which time the contractor has resolved all EVMS deficiencies.
- (i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
- (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.
 - (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.
 - (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[CO to insert names of subcontractors (or Firm-Fixed-Price subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]
 - (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[CO to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]
- (j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall

comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall:

- (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
- (2) Obtain prior approval from the CO, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
- (3) Be responsible for full compliance with paragraph (a) of this clause; and
- (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the CO in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The CO, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

H.17 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 DOE 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 CO documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the transition task order. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the

withholding of payments if the contract includes the Section H clause, *Contractor Business Systems*, and also 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) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;
- (13) 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;
- (14) Segregation of preproduction costs from production costs, as applicable;
- (15) Cost accounting information, as required:
 - (i) By contract clauses concerning limitation of funds (48 CFR 52.232-22), allowable cost and payment (48 CFR 52.216-7), or payments and advanced (48 CFR 970.5232-2); and
 - (ii) To readily calculate indirect cost rates from the books of accounts.
- (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
- (17) Adequate, reliable data for use in pricing follow-on acquisitions; and

- (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Significant deficiencies.

- (1) The CO 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 30 days to a written initial determination from the CO 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 does 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 CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO'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 provisional payment(s) of fee. 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 provisional payment(s) of fee in accordance with that clause.

H.18 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

"Acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

"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.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE 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 CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the transition task order. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(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 FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flow down 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 in accordance with 48 CFR 15.404-1;
- (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 in accordance with 48 CFR 15.404-3;
- (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 in accordance with 48 CFR 16 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) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 United States Code (USC) Chapter 87, *Kickbacks*;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 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;
- (20) 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;
- (21) 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;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) 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;
- (24) Establish and perform Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards audit standards; and
- (25) Establish and maintain procedures to timely notify the CO, in writing, if:
 - (i) 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

- (ii) 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 CO 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 30 days to a written initial determination from the CO 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 does 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 CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO'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.
- (f) Withholding provisional payment(s) of fee. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold provisional payment(s) of fee in accordance with that clause.

H.19 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)

- (a) Definitions. As used in this clause:
 - (1) "Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.
 - (2) "Property management system" means the Contractor's system or systems for managing and controlling Government property.
 - (3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management 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 CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the transition task order. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

- (1) The CO will provide an 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 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does 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 CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO'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 provisional payment(s) of fee. If the CO makes a final determination to disapprove the Contractor's property management system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold provisional payment(s) of fee in accordance with that clause.

Integrated Accounting System Clauses

H.20 DOE-H-2015 Separate Corporate Entity (Oct 2014)

The Contractor under this Contract shall be a separate corporate entity from its parent company(s). The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. The separate corporate entity must be set up solely to perform this Contract, and shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this Contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the Contract or as otherwise authorized by the CO.

H.21 Financial Management and Integrated Accounting System

- (a) The Contractor shall maintain and administer a financial management system that includes an integrated accounting system satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied, and (1) is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the Contractor in connection with the work under this contract, expenditures, costs, and encumbrances; (2) permits the preparation of accounts and accurate, reliable financial and statistical reports; and (3) assures that accountability for the assets can be maintained.
- (b) The integrated accounting system must be linked to DOE's accounts through the use of reciprocal accounts and have electronic capability to transmit monthly and year-end self-balancing trial balances to the DOE's Primary Accounting System.
- (c) The Contractor will support the implementation of a single, common enterprise resource planning (ERP) system, to be utilized across all DOE activities that may be adopted by DOE in the future.

H.22 Internal Audit

The Contractor agrees to conduct internal audits and examinations, satisfactory to DOE, of records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. All audit reports, including supporting documentation, shall be submitted or made available to the CO or his/her designee.

DOE Corporate Clauses Other than Contractor Human Resource Management, Business Systems, or Integrated Accounting System

H.23 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.

- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding notices of violation and alleged violations and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of notices of violation and alleged violations and fines and penalties.

H.24 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-4. 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.25 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-4 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 CO of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official:

Name: Mark Whitney
Position: President
Company/Organization: AECOM Energy & Construction, Inc., an Amentum Company
Address: 106 Newberry Street SW, Aiken, SC 29801
Phone: (202) 875-2513
Facsimile: (803) 502-9795
Email: mark.whitney@amentum.com

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:

Name: James A. Blankenhorn
Position: Chair
Company/Organization: United Cleanup Oak Ridge LLC
Address: 1020501 Seneca Meadows Parkway, Suite 300, Germantown, MD 20876
Phone: (803) 502-9627
Facsimile: (803) 502-9795
Email: jim.blankenhorn@amentum.com

Name: Jeffrey Kerridge
Position: Member/Senior Vice President Business Development Nuclear & Environment
Company/Organization: AECOM Energy & Construction, Inc., an Amentum Company
Address: 106 Newberry Street SW, Aiken, SC 29801
Phone: (803) 430-3200
Facsimile: (803) 502-9795
Email: jeffrey.kerridge@amentum.com

Name: Ken Rueter
Position: Member/Program Manager, President/CEO of LLC
Company/Organization: United Cleanup Oak Ridge LLC
Address: 20501 Seneca Meadows Parkway, Suite 300, Germantown, MD 20876
Phone: (509) 521-3670
Facsimile: (803) 502-9795
Email: kenneth.rueter@amentum.com

Name: Colin Jones
Position: Member/Vice President
Company/Organization: Jacobs Technology Inc., a Jacobs Company
Address: 601 New Jersey Avenue NW, Suite 450, Washington, D.C. 20001
Phone: (202) 525-0512
Facsimile: (202) 783-8410 Attn: Colin Jones
Email: colin.jones@jacobs.com

Name: Ronald Slotke
Position: Member/Senior Project Manager
Company/Organization: Jacobs Technology Inc., a Jacobs Company
Address: 200 Prestwick Drive, New Smyrna Beach, FL 32168
Phone: (720) 985-5164
Facsimile: None available
Email: ronald.slotke@jacobs.com

Name: Behrooz Dehghi
Position: Member/Global Remediation Director
Company/Organization: Honeywell International Inc., a Honeywell Company
Address: 2525 West 190th Street, Torrance, CA 90504
Phone: (310) 292-0991

Facsimile: (310) 512-2489

Email: benny.dehghi@honeywell.com

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 226.1 *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 CO 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.26 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*.

Table H-1. Systems of Records

DOE Privacy Act System No.	DOE Privacy Act System Description
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-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 Records

Table H-1. Systems of Records

DOE Privacy Act System No.	DOE Privacy Act System Description
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-44	Special Access Authorization for Categories of Classified Information
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-63	Personal Identity Verification 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 52.224-2 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*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, 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 record 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.27 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (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 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 DEAR 970.5227-1 *Rights in Data - Facilities*. 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, non-exclusive, 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.28 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.29 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.30 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)

Within 15 days after the Notice to Proceed, 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.31 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the period of performance of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

H.32 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)

- (a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing

other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

- (1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.
- (2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

- (3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.
- (c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.
- (d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

H.33 DOE-H-2046 Diversity Program (Oct 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the Notice to Proceed. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

- (1) A statement of the Contractor's policies and practices; and
- (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-7 entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.34 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

In implementation of the clause DEAR 952.204-75 entitled, *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 three (3) calendar days prior to the planned issue date, submit a draft copy to the CO 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 CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.35 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

The Contractor's Representations, Certifications, and Other Statements, dated **February 16, 2021** made in response to Solicitation No. **89303319REM000047** are hereby incorporated into the contract.

H.36 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)

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

participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.

- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The 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 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.37 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:

RSI EnTech, LLC
Strata-G, LLC
Longenecker & Associates, Inc.
Environmental Alternatives, Inc.

- (b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the CO, 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 CO and will not be delegated.
- (c) 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 an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant CO notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant CO for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. 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 CO. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.38 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)

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

H.39 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.40 DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, 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) 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.
- (d) 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.
- (e) 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.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.41 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 CO 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 CO. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the CO 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 CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, 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, *Requirements Sources and Implementing Documents*, in implementing the requirements of this clause. The CO, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.42 DOE-H-2068 Conference Management (Oct 2014)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences 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 will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
 - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-management and operating contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE Information Technology contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, 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, registration costs, recovered costs (e.g., through exhibit fees); and
 - (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 CO.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.
 - (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:
 - (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
 - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.
 - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - (1) Track all conference expenses; and
 - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.43 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
 - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
 - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days meals and incidental expenses will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
 - (iii) Receipts are required to substantiate all lodging expenses and any other authorized expenses greater than \$75.
 - (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
 - (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee’s return to

his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

- (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.44 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-2):

Table H-2. Key Personnel

Name	Position
Kenneth (Ken) Rueter	Program Manager
Thomas (Tom) Dieter	End State Delivery Manager
Daniel (Dan) Macias	Site Integration and Cleanup Manager
Scott Anderson	Waste Operations Manager
Clinton (Clint) Wolfley, C.S.P.	Safety, Health, and Quality Manager
Samantha R. (Sam) Pack	Regulatory and Environmental Services Manager
Patrick (Pat) Timbes Project	Project Integration and Business Services 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 and their permanent duty station is located on the Oak Ridge Reservation or in Oak Ridge, TN. 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.
- (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 \$1,000,000 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 \$500,000 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 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.45 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 CO 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 CO 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 CO's notice, the Contractor shall advise the CO 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 CO 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 CO may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the CO 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.46 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.47 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.48 DOE-H-2076 Lobbying Restrictions (Nov 2018)

In accordance with 18 USC § 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.49 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 CO 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 CO 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.50 DOE-H-7003 Contractor Assurance System (Sep 2017) (Revised)

- (a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
 - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
 - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as Voluntary Protection Programs and International Organization for Standards (ISO) 9001 or ISO 14001) may be used.
 - (3) Timely notification to the CO of significant assurance system changes prior to the changes.
 - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.

- (5) Identification and correction of negative performance/compliance trends before they become significant issues.
 - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
 - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.
 - (8) Continuous feedback and performance improvement.
 - (9) An implementation plan (if needed) that considers and mitigates risks.
 - (10) Timely and appropriate communication to the CO, including electronic access to assurance related information.
 - (11) The initial contractor assurance system description shall be approved by DOE.
- (b) Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

Other Clauses

H.51 Task Ordering Procedure

- (a) A Task Order may be issued under this Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price or Cost-Reimbursement.
- (b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.
- (c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal including, at a minimum, the following:
 - (1) A Task Order Performance Work Statement providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
 - (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
 - (4) A response time for submitting the Task Order proposal.
- (d) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders:
 - (1) Discussion of the technical approach for performing the work;
 - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
 - (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request or Baseline Change Proposal upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);
 - (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – *Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required*. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the Request for Task Order Proposal . Additionally, the Contractor shall utilize the rates included in Attachment J-11, *IDIQ Labor Rate Schedule*, for applicable labor categories;
 - (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
 - (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
 - (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
 - (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
 - (9) Proposed deviations (if any) from the stated Performance Work Statement requirements;
 - (10) Contractor's proposed fee or profit, which must adhere to the criteria within DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised); and
 - (11) Any other information required to determine the reasonableness of the Contractor's proposal.

- (g) With the exception of the Transition Task Order, the Contractor's Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in efficient Task Order performance. Table H-3 provides the minimum small business goals for the cumulative value of subcontracted work under all Task Orders (excluding government furnished costs for Reservation Management and Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution; and estimated costs for Transition and the site usage fees provided to other site contractors).

For each Task Order, the Contractor shall propose separate small business subcontracting goals for small business categories as a percent of total subcontracted dollars (same exclusions noted above). The proposed small business goals for each Task Order shall be aligned with the Contractor's Master Small Business Subcontracting Plan, and support the achievement of the requirements of the Section H clause *Subcontracted Work* and FAR 52.219-9 *Small Business Subcontracting Plan*. If the scope of the Task Order is not conducive to establish or achieve the small business goals for each small business category identified in Table H-3, the Contractor shall submit to the CO for approval, the justification for the proposed small business category percentages for that specific Task Order.

Table H-3. Small Business Goals

Small Business Category	Small Business Goals as a percent of total subcontracted dollars
Small Businesses (categories below are subsets within this category)	45%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	5%
Women-owned Small Business	5%
<p>* The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.</p> <p>EXAMPLE: Contractor plans to subcontract 67% of the Task Order value with a goal of 45% of that subcontract to be issued to Small Businesses. This would equate to 30% of the total Task Order value being issued to a Small Business.</p>	

- (h) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and Task Order number.
 - (3) Performance Work Statement identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
 - (4) Performance standards, and where appropriate, quality assurance standards.

- (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).
- (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.52 Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least thirty (30) percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this contract to small businesses (not including government furnished costs for Reservation Management and Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution; and estimated costs for the site usage fees provided to other site contractors). The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-5 entitled, *Master Small Business Subcontracting Plan*, and the separate subcontracting goals approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s).

Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.53 Parent Organization Support

- (a) For on and off-site 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) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval a Parent Organization Support Plan.

H.54 Subcontractor Timekeeping Records Signature Requirement (Applies to Cost-Reimbursement Task Orders only)

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, if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.55 Energy Employees Occupational Illness Compensation Program Act

The Contractor shall provide support of the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
- (e) Perform records research needed to complete the Department of Labor claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA Point of Contact by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act electronic reporting system.

H.56 Environmental Compliance

- (a) General. The Contractor is required to comply with all applicable DOE directives, permits, consent decrees, consent orders, administrative orders, the *Federal Facility Agreement for the Oak Ridge Reservation*, the *Site Treatment Plan for Mixed Wastes on the U.S. Department of Energy Oak Ridge Reservation*, the *Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement*, and any other settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or any precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the relevant regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively.

DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.

- (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.
- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

- (e) **Certifications.** The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual explicitly authorized by the Contractor to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) **Termination, Expiration, Permit Transfer.** In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (g) **Miscellaneous.** The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

H.57 Partnering

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the Oak Ridge Reservation. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the Department of Defense Integrated Product and Process Development framework. The Integrated Product and Process Development technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.58 Laws, Regulations, and DOE Directives

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief

has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2, List A, *Applicable Federal, State and Local Regulations* may be appended to this Contract for information purposes. 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 pursuant to this paragraph.

- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of *Applicable Directives* (List B) appended to this Contract, and specifically the contractor requirements documents attending listed Directives, until such time as the CO approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the CO, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.59 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the NNSA/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.60 Mentor-Protégé Program

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. During the Master IDIQ Contract ordering period (excluding the Transition Task Order), the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Master IDIQ Contract.

- (a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, *The Department of Energy Mentor-Protégé Program*.
- (b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.61 Legal Management

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award,

the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.

- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
 - (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.
 - (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Affirmative Action for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the contract (e.g., reasonable, allocable).

H.62 Emergency Response

- (a) The affected DOE/NNSA Manager or Contractor shall determine when an emergency situation may exist on the Oak Ridge Reservation and notify the appropriate emergency response organization. In the event of an emergency, the DOE/NNSA 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.63 Interface and Cooperation with Other Site Contractors/Entities

The Contractor will perform the work under this Contract at DOE sites managed and operated by other DOE prime contractors or other entities. Additionally, the Government may award contracts to other contractors for work to be performed at these sites. Interfaces and cooperation with the sites' landlord contractors/entities (i.e., Office of Science and NNSA management and operating contractors at Oak Ridge National Laboratory, and Y-12 National Security Complex, respectively, and the City of Oak Ridge and the Community Reuse Organization of East Tennessee at ETP) are critical to the successful

performance of the scope under this Contract and to avoid impacts to site operations. These interfaces are summarized in Section J, Attachment J-3, *Site Services and Interface Requirements*.

The Contractor shall coordinate and cooperate fully with site prime contractors/entities and their subcontractors 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. Cooperation includes, but is not limited to the following types of activities: compliance with applicable site-specific requirements; working together to resolve work performance interfaces, logistics, and issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the scope of work; providing access to contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

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 shall seek CO direction if there is an unresolved conflict. The Contractor is not authorized to direct any other DOE prime contractor or other entities.

The Contractor shall comply with existing memorandums of agreement/understanding between OREM and other DOE programs, as applicable, and may establish formal written agreements with other site contractors as necessary. In the event the Contractor plans to enter into a new written agreement with another site contractor that is expected to result in cost or schedule impacts to the work under this Contract, the Contractor shall obtain prior approval from the CO.

H.64 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.65 Annual Payroll and Residency Report

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

H.66 Management of Accountable Property

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

H.67 Real Property Asset Management

- (a) In accordance with DOE Order 430.1 *Real Property Asset Management*, the Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (b) The Contractor shall:
- (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
 - (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by EM-1, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
 - (3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.
 - (4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

H.68 Organizational Conflict of Interest – Affiliate(s)

The prime contractor, **United Cleanup Oak Ridge LLC** comprised of **AECOM Energy & Construction, Inc., an Amentum Company, Jacobs Technology Inc., a Jacobs Company, and Honeywell International Inc., a Honeywell Company**, 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 FAR 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.

H.69 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 13943, Addressing the Threat Posed by WeChat, and Taking Additional Steps To Address the National Emergency With Respect to the Information and Communications Technology and Services Supply Chain
- (2) Executive Order 13942, Addressing the Threat Posed by TikTok, and Taking Additional Steps To Address the National Emergency With Respect to the Information and Communications

Technology and Services Supply Chain

- (3) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
 - (4) Executive Order 13870, America's Cybersecurity Workforce
 - (5) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
 - (6) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
 - (7) Executive Order 13834, Efficient Federal Operations
 - (8) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
 - (9) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
 - (10) Executive Order 13702, Creating a National Strategic Computing Initiative
 - (11) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
 - (12) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
 - (13) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
 - (14) Executive Order 13589, Promoting Efficient Spending
 - (15) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
 - (16) Executive Order 13556, Controlled Unclassified Information
 - (17) Executive Order 13526, Classified National Security Information
 - (18) Executive Order 13231, Critical Infrastructure Protection in the Information Age
 - (19) Executive Order 13218, 21st Century Workforce Initiative
 - (20) Executive Order 13103, Computer Software Piracy
 - (21) Executive Order 12958, Classified National Security Information E-Government
- (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-21-02, Fiscal Year 2020-2021 Guidance on Federal Information Security and Privacy Management Requirements
 - (5) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
 - (6) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
 - (7) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
 - (8) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
 - (9) OMB Memorandum M-19-21, Transition of Electronic Records
 - (10) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
 - (11) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
 - (12) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
 - (13) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government

- (14) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
- (15) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
- (16) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
- (17) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (18) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- (19) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- (20) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability
- (21) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
- (22) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- (23) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
- (24) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- (25) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- (26) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- (27) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- (28) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- (29) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
- (30) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- (31) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
- (32) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- (33) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- (34) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- (35) 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)
- (36) OMB Memorandum M-12-10, Implementing PortfolioStat
- (37) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (38) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (39) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (40) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications

- (41) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (42) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- (43) OMB Memorandum M-10-06, Open Government Directive
- (44) OMB Memorandum M-08-23, Securing the Federal Government's Domain Name System Infrastructure
- (45) OMB Memorandum M-08-22, Guidance on the Federal Desktop Core Configuration (FDCC)
- (46) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
- (47) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (48) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (49) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (50) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (51) OMB Memorandum M-04-26, Personal Use Policies and “File Sharing” Technology
- (52) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President's Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- (53) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- (54) OMB Memorandum M-04-16, Software Acquisition
- (55) 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
- (56) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President's 24 E-Gov Initiatives
- (57) OMB Memorandum M-04-04, E-Authentication Guidance
- (58) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
- (59) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
- (60) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
- (61) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
- (62) OMB Memorandum M-02-15, Revision of OMB Circular A-16
- (63) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
- (64) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
- (65) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
- (66) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy

- (67) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
 - (68) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
 - (69) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
 - (70) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
 - (71) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"
 - (72) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
 - (73) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
 - (74) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
 - (75) OMB Memorandum M-97-09, Interagency Support for Information Technology
 - (76) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
 - (77) OMB Memorandum M-97-02, Funding Information Systems Investments
 - (78) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives
- (1) DHS ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
 - (2) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
 - (3) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
 - (4) DHS ED 19-01, Mitigate DNS Infrastructure Tampering
 - (5) DHS BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
 - (6) DHS BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
 - (7) DHS BOD 18-02, Securing High Value Assets
 - (8) DHS BOD 18-01, Enhance Email and Web Security
 - (9) DHS BOD 17-01, Removal of Kaspersky branded Products
 - (10) DHS BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
 - (11) DHS 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) DOE Cyber Data Sharing Implementation Requirements

Part II – Contract Clauses

Section I

Contract Clauses

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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 (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (FAR) (48 Code of Federal Regulations (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 (DEAR) (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 (Jun 2020)	
I.12	52.203-14	Display of Hotline Poster(s) (Jun 2020)	(b)(3) DOE Office of Inspector General Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
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	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.22	52.204-21 Full Text	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Jun 2020)	
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.27	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.28	52.210-1	Market Research (Jun 2020)	
I.29	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.30	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.31	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.32	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.35	52.215-14	Integrity of Unit Prices (Jun 2020) – Alt I (Oct 2010)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.37	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.40	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020) – Alt III (Oct 1997)	(c) CD-ROM or USB drive, as requested by the Contracting Officer.
I.41	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.42	52.216-7	Allowable Cost and Payment (Aug 2018), as modified by DEAR 952.216-7 (Applies to CR Task Orders only)	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.43	52.216-8	Fixed Fee (Jun 2011)	
I.44	52.216-10	Incentive Fee (Jun 2011)	(e)(1) 30, 30, 15, zero
I.45	52.216-11	Cost Contract-No Fee (Apr 1984) (Applies to CR Task Orders without fee only)	
I.46	52.216-18 Full Text	Ordering (Aug 2020)	(a) from effective date of contract award through the end of the total contract ordering period

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.47	52.216-19 Full Text	Order Limitations (Oct 1995)	(a) \$500,000 (b)(1) \$8.3B (b)(2) \$8.3B (b)(3) 365 (d) 5
I.48	52.216-22 Full Text	Indefinite Quantity (Oct 1995)	(d) five years beyond the expiration date of the Contract ordering period
I.49	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the Contract or Task Order, as applicable
I.50	52.217-9 Full Text	Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option[s] only)	(a) TBD on Task Order level; TBD on Task Order level (c) TBD on Task Order level
I.51	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	(c) Offeror is not a HubZone Small Business Concern, and therefore waives the evaluation preference
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018)	
I.53	52.219-9	Small Business Subcontracting Plan (Jun 2020) – Alt II (Nov 2016)	
I.54	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999))	
I.55	52.219-28	Post-Award Small Business Program Re-representation (Nov 2020)	(h) N/A
I.56	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.57	52.222-2	Payment for Overtime Premiums (Jul 1990) (Applies to non-CPIF CR Task Orders only)	(a) 2% for Non-Represented Employees or 10% for Represented Employees
I.58	52.222-3	Convict Labor (Jun 2003)	
I.59	52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (Mar 2018)	
I.60	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to construction work only)	
I.61	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
I.62	52.222-8	Payrolls and Basic Records (Aug 2018) (Applies to construction work only)	
I.63	52.222-9	Apprentices and Trainees (Jul 2005) (Applies to construction work only)	
I.64	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.65	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	
I.66	52.222-12	Contract Termination – Debarment (May 2014) (Applies to construction work only)	
I.67	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
I.68	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to construction work only)	
I.69	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	
I.70	52.222-16	Approval of Wage Rates (May 2014) (Applies to CR construction work only)	
I.71	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2020)	
I.72	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (Jun 2020)	
I.73	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.74	52.222-26	Equal Opportunity (Sep 2016)	
I.75	52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to construction work only)	
I.76	52.222-30	Construction Wage Rate Requirements – Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applies to construction work only)	
I.77	52.222-31	Construction Wage Rate Requirements – Price Adjustment (Percentage Method) (Aug 2018) (Applies to FFP Task Orders only) (Applies to construction work only)	(b)(1) TBD on Task Order level (b)(2) TBD on Task Order level
I.78	52.222-34	Project Labor Agreement (May 2010) (Applies to construction or decontamination and demolition [D&D] work only)	
I.79	52.222-35 Full Text	Equal Opportunity for Veterans (Jun 2020)	
I.80	52.222-36 Full Text	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.81	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.82	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.83	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.84	52.222-42 Full Text	Statement of Equivalent Rates for Federal Hires (May 2014); see full text version in Section I below	See full text below
I.85	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year And Option Contracts) (Aug 2018)	
I.86	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.87	52.222-50	Combating Trafficking in Persons (Oct 2020)	
I.88	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.89	52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020)	
I.90	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.91	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.92	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alt I (Jul 1995)	(b) None
I.93	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.94	52.223-6	Drug-Free Workplace (May 2001)	
I.95	52.223-9 Full Text	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.96	52.223-10	Waste Reduction Program (May 2011)	
I.97	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	
I.98	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
I.99	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.100	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.101	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.102	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.103	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.104	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.105	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.106	52.223-20	Aerosols (Jun 2016)	
I.107	52.223-21	Foams (Jun 2016)	
I.108	52.224-1	Privacy Act Notification (Apr 1984)	
I.109	52.224-2	Privacy Act (Apr 1984)	
I.110	52.224-3	Privacy Training (Jan 2017)	
I.111	52.225-1	Buy American – Supplies (May 2014)	
I.112	52.225-8	Duty-Free Entry (Oct 2010)	
I.113	52.225-9 Full Text	Buy American – Construction Materials (May 2014)	(b)(2) None
I.114	52.225-11 Full Text	Buy American – Construction Materials Under Trade Agreements (DOE DEVIATION) (Oct 2019)	(b)(3) None
I.115	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
I.116	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.117	52.227-1	Authorization and Consent (Jun 2020)	
I.118	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.119	52.227-3	Patent Indemnity (Apr 1984)	
I.120	52.227-4	Patent Indemnity – Construction Contracts (Dec 2007)	
I.121	52.227-9	Refund of Royalties (Apr 1984)	
I.122	52.227-16	Additional Data Requirements (Jun 1987)	
I.123	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	None; February 16, 2021
I.124	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FFP Task Orders only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.125	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
I.126	52.230-2	Cost Accounting Standards (Jun 2020)	
I.127	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.128	52.232-1	Payments (Apr 1984)	
I.129	52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
I.130	52.232-8	Discounts for Prompt Payment (Feb 2002)	
I.131	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.132	52.232-11	Extras (Apr 1984)	
I.133	52.232-17	Interest (May 2014)	
I.134	52.232-18	Availability of Funds (Apr 1984)	
I.135	52.232-22	Limitation of Funds (Apr 1984)	
I.136	52.232-23	Assignment of Claims (May 2014)	
I.137	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (Alternate I applies to CR Task Orders only)	
I.138	52.232-27	Prompt Payment for Construction Contracts (Jan 2017) (Applies to construction work only)	
I.139	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Oct 2018)	
I.140	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.141	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.142	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.143	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.144	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.145	52.236-1	Performance of Work by the Contractor (Apr 1984) (Applies to FFP construction work only)	TBD on Task Order level
I.146	52.236-2	Differing Site Conditions (Apr 1984) (Applies to FFP construction or D&D work only)	
I.147	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) (Applies to FFP construction or D&D work only)	
I.148	52.236-5	Material and Workmanship (Apr 1984) (Applies to construction work only)	
I.149	52.236-6	Superintendence by the Contractor (Apr 1984) (Applies to FFP construction or D&D work only)	
I.150	52.236-7	Permits and Responsibilities (Nov 1991) (Applies to construction or D&D work only)	
I.151	52.236-8	Other Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
I.152	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (Applies to FFP construction or D&D work only)	
I.153	52.236-10	Operations and Storage Areas (Apr 1984) (Applies to FFP construction or D&D work only)	
I.154	52.236-11	Use and Possession Prior to Completion (Apr 1984) (Applies to FFP construction work only)	
I.155	52.236-12	Cleaning Up (Apr 1984) (Applies to FFP construction or D&D work only)	
I.156	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FFP construction or D&D work only)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.157	52.236-14	Availability and Use of Utility Services (Apr 1984) (Applies to FFP construction or D&D work only)	
I.158	52.236-15	Schedules for Construction Contracts (Apr 1984) (Applies to FFP construction work only)	
I.159	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984) (Applies to CR construction work only)	
I.160	52.236-19	Organization and Direction of the Work (Apr 1984) (Applies to CR construction work only)	
I.161	52.236-21	Specifications and Drawings for Construction (Feb 1997) - Alt I (Apr 1984) or Alt II (Apr 1984), as appropriate (Applies to FFP construction or D&D work only)	
I.162	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) (Applies to CR construction work only)	
I.163	52.237-3	Continuity of Services (Jan 1991)	
I.164	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.165	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.166	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.167	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.168	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.169	52.242-13	Bankruptcy (Jul 1995)	
I.170	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
I.171	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt II (Apr 1984), Alt III (Apr 1984)	
I.172	52.243-4	Changes (Jun 2007)	
I.173	52.243-6	Change Order Accounting (Apr 1984)	
I.174	52.243-7	Notification of Changes (Jan 2017)	
I.175	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2007)	(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) None
I.176	52.244-5	Competition in Subcontracting (Dec 1996)	
I.177	52.244-6	Subcontracts for Commercial Items (Nov 2020)	
I.178	52.245-1	Government Property (Jan 2017)	
I.179	52.245-9	Use and Charges (Apr 2012)	
I.180	52.246-25	Limitation of Liability – Services (Feb 1997)	
I.181	52.246-26	Reporting Nonconforming Items (Jun 2020)	
I.182	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. 89303322DEM000067; the Contract Administration Office specified in Section G

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.183	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
I.184	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	
I.185	52.247-67 Full Text	Submission of Transportation Documents for Audit (Feb 2006)	
I.186	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.187	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders only)	
I.188	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) (Applies to FFP D&D Task Orders only)	
I.189	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to CR Task Orders only)	
I.190	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP Task Orders only)	
I.191	52.249-10	Default (Fixed-Price Construction) (Apr 1984) – Alt I (Apr 1984) (Applies to FFP construction or D&D Task Orders only)	
I.192	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	
I.193	52.251-1	Government Supply Sources (Apr 2012)	
I.194	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.195	52.253-1	Computer Generated Forms (Jan 1991)	
I.196	952.202-1	Definitions (Feb 2011)	
I.197	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.198	952.204-2	Security Requirements (Aug 2016)	
I.199	952.204-70	Classification/Declassification (Sep 1997)	
I.200	952.204-75	Public Affairs (Dec 2000)	
I.201	952.204-77	Computer Security (Aug 2006)	
I.202	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.203	952.208-70	Printing (Apr 1984)	
I.204	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.205	952.215-70	Key Personnel (Dec 2000)	
I.206	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.207	952.217-70	Acquisition of Real Property (Mar 2011)	
I.208	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
I.209	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.210	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010)	
I.211	952.225-70	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
I.212	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.213	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.214	952.227-13	Patent Rights – Acquisition by the Government (Sep 1997)	
I.215	952.231-71	Insurance-Litigation and Claims (Jul 2013)	
I.216	952.242-70	Technical Direction (Dec 2000)	
I.217	952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Dec 2012)	
I.218	952.247-70	Foreign Travel (Jun 2010)	
I.219	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.220	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.221	970.5203-1	Management Controls (Jun 2007)*	
I.222	970.5204-1	Counterintelligence (Dec 2010)	
I.223	970.5204-3 Full Text	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	
I.224	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt II (Aug 2009)	
I.225	970.5223-1	Integration of Environment, Safety, and Health into Work Planning (Dec 2000)	
I.226	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.227	970.5227-1	Rights in Data – Facilities (Dec 2000)	DOE Contract No. 89303322DEM000067
I.228	970.5232-2 Full Text	Payments and Advances (Dec 2000) – Alt I (Dec 2000), Alt II (Dec 2000) and Alt III (Dec 2000) (DEVIATION)*	
I.229	970.5232-3	Accounts, Records, and Inspection (Dec 2010) – Alt I (Dec 2000)*	
I.230	970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)*	
I.231	970.5232-7	Financial Management System (Dec 2000)*	
I.232	970.5232-8	Integrated Accounting (Dec 2000)*	
I.233	970.5242-1	Penalties for Unallowable Costs (Aug 2009)*	

*Clauses incorporated for utilization of an Integrated Accounting System, which are generally applicable to only M&O contracts.

Acronyms:

CPIF = cost plus incentive fee

CR = cost reimbursement

D&D = decontamination and decommissioning

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.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(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 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 USC 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 sub-networks 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 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 items, 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.46) FAR 52.216-18 Ordering (Aug 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through the end of the total contract ordering period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when—
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(I.47) FAR 52.216-19 Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of \$8.3 billion;
 - (2) Any order for a combination of items in excess of \$8.3 billion; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(I.48) FAR 52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract five years beyond the expiration date of the contract ordering period.

**(I.50) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(Applies to Task Order with an option(s) only)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order level (months) (years).

(I.79) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

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

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

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against

qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.80) FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.84) 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 USC 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-6 for Wage Determinations applicable to this Contract)

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Administrative Assistant	GS-7	\$20.79
Carpenter	WG-9	\$23.45
Computer Operator	GS-6	\$18.71
Electrician	WG-10	\$24.78
Engineering Technician	GS-9	\$25.44
Environmental Technician	GS-7	\$20.79
Forklift Operator	WG-5	\$18.55
Heavy Equipment Operator	WG-10	\$24.78
Instrument Mechanic	WG-10	\$24.78
Janitor	WG-2	\$14.23
Laborer	WG-2	\$14.23

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Motor Vehicle Operator	WG-7	\$20.99
Painter	WG-9	\$23.45
Pipefitter	WG-10	\$24.78
Receiving Clerk	WG-4	\$17.19
Secretary	GS-6	\$18.71
Technical Writer	GS-9	\$25.44
Truck Driver	WG-8	\$22.35
Welder	WG-10	\$24.78
Well Driller	WG-10	\$24.78

Note: The fringe benefit rate is \$4.54/hour which is in addition to the above hourly rates.

(I.95) 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.113) FAR 52.225-9 Buy American – Construction Materials (May 2014)

(a) Definitions. As used in this clause:

“Commercially available off-the-shelf item”

(1) Means any item of supply (including construction material) that is:

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 USC 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components” means:

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means:

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if:
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a commercial off-the-shelf item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements 41 USC Chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 USC 1907, the component test of the Buy American statute is waived for construction material that is a commercial off-the-shelf item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is

- unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iv) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (v) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

(I.114) FAR 52.225-11 Buy American-Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)

(a) Definitions. As used in this clause:

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means:

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Domestic construction material” means:

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that:

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that:

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 USC 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including:
- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(I.185) 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.223) 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 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 information and appendices to a Cooperative Research and Development Agreement 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 CFR Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration-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 National Archives and Records Administration-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.

(I.228) DEAR 970.5232-2 Payments and Advances (Dec 2000) – Alt I (Dec 2000), Alt II (Dec 2000), and Alt III (Dec 2000) (DEVIATION)

- (a) Payment of total available fee.
 - (1) Installments of fixed-fee. The fixed-fee payable under this contract shall become due and payable in periodic installments in accordance with a schedule determined by the Contracting Officer. If a separate fixed-fee is provided for a separate item of work, it will be payable upon completion of the entire item of work. Fixed-fee payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the

Government by the Contractor, including any amounts owed for disallowed costs under this contract. No fixed-fee payment may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.

- (2) Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with Section B of this contract and individual Task Orders. Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer.
- (b) Payments on account of allowable costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special financial institution account—use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Section J Attachment J-13. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.
- (d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- (e) Financial settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after—

- (1) Compliance by the Contractor with DOE's patent clearance requirements; and
- (2) The furnishing by the Contractor of—
 - (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the clause entitled "Property"; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
 - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see Contract Clause, 48 CFR 970.5228-1, Insurance—Litigation and Claims);
 - (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and
 - (D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- (3) In arriving at the amount due the Contractor under this clause, there shall be deducted—
 - (i) Any claim which the Government may have against the Contractor in connection with this contract; and
 - (ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from

technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore.
- (j) Determining allowable costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 USC 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

Part III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

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Contents

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Site Services and Interface Requirements
J-4	Performance Guarantee Agreement
J-5	Master Small Business Subcontracting Plan
J-6	Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act)
J-7	Contract Deliverables
J-8	Government-Furnished Services and Information
J-9	Contractor's Community Commitment Plan
J-10	Labor Standards Board Process (Reference Section H Clause entitled, <i>Labor Standards</i>)
J-11	IDIQ Labor Rate Schedule
J-12	Difficult to Dispose Of Waste
J-13	Special Financial Institution Account Agreement (to be inserted after contract award)
J-14	Crosswalk of Performance Work Statement and Funding Sources
J-15	Task Order Tracking Matrix
J-16	Performance Evaluation and Measurement Plan

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Attachment J-1

Acronym List

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ADR	alternate dispute resolution
ANSI	American National Standards Institute
ARAR	applicable or relevant and appropriate requirement
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
CAGE	commercial and government entity
CD	critical decision
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CFSR	contract funds status report
CH	contact-handled
CIP	compensation increase plan
CLIN	contract line item number
CO	Contracting Officer
COR	Contracting Officer's Representative
CPAF	cost-plus-award-fee
CPARS	Contractor Performance Assessment Reporting System
CPFF	cost-plus-fixed-fee
CPIF	cost-plus-incentive-fee
CUI	controlled unclassified information
CY	calendar year
DEAR	Department of Energy Acquisition Regulation
DOE	United States Department of Energy
DQO	data quality objective
DUNS	data universal numbering system
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EGCR	Experimental Gas-cooled Reactor
EIA	Electronic Industries Alliance
EM	DOE Office of Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EMDF	Environmental Management Disposal Facility
EMWMF	Environmental Management Waste Management Facility
EPA	U.S. Environmental Protection Agency
ERISA	Employee Retirement and Income Security Act
ESS	electronic submission system
ETTP	East Tennessee Technology Park
EVMS	earned value management system

FAR	Federal Acquisition Regulation
FCCOM	facilities capital cost of money
FFA	federal facility agreement
FFP	firm-fixed-price
FIMS	Facilities Information Management System
FOCI	foreign ownership, control, or influence
FTA	free trade agreement
FY	fiscal year
GAO	Government Accountability Office
GFS/I	government-furnished services and information
HQ	DOE Headquarters
IBR	integrated baseline review
IDIQ	indefinite delivery/indefinite quantity
IMP	integrated master plan
IMS	integrated master schedule
IPMR	integrated performance management report
IRC	Internal Revenue Code
IRS	U.S. Internal Revenue Service
IT	information technology
JV	joint venture
LGWO	Liquid and Gaseous Waste Operations
LLC	limited liability company
LLP	limited liability partnership
LLLW	liquid low-level radioactive waste
LLW	low-level radioactive waste
M&O	management and operating
MC&A	material control and accountability
MEPP	multi-employer pension plan
MEWA	multi-employer welfare arrangement
MTF	mercury treatment facility
MSRE	Molten Salt Reactor Experiment
NAICS	North American Industry Classification System
NASA	National Aeronautics and Space Administration
NNSA	National Nuclear Security Administration
NQA	nuclear quality assurance
NTC	National Training Center
OCI	organizational conflict of interest
OPSEC	operation security

OREIS	Oak Ridge Environmental Information System
OREM	Oak Ridge Office of Environmental Management
ORNL	Oak Ridge National Laboratory
ORR	Oak Ridge Reservation
ORRCC	Oak Ridge Reservation Cleanup Contract
ORRLSC	Oak Ridge Reservation Labor Standards Committee
PCB	polychlorinated biphenyl
PMB	performance management baseline
PWS	performance work statement
QAP	quality assurance program
RCRA	Resource Conservation and Recovery Act
RFP	request for proposal
RH	remote-handled
ROD	record of decision
S&M	surveillance and maintenance
S&S	safeguards and security
SBA	Small Business Administration
SECON	security conditions
SF	standard form
SNM	special nuclear material
TDEC	Tennessee Department of Environment and Conservation
TRU	transuranic
TSCA	Toxic Substances Control Act
TWPC	Transuranic Waste Processing Center
USC	United States Code
VIPERS	Vendor Inquiry Payment Electronic Reporting System
WAC	waste acceptance criteria
WBS	work breakdown structure
WIPP	Waste Isolation Pilot Plant
WSHP	worker safety and health program
WTO GPA	World Trade Organization Government Procurement Agreement
Y-12	Y-12 National Security Complex

Attachment J-2

Requirements Sources and Implementing Documents

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J.1 List A. Applicable Federal, State, and Local Regulations

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 (including Executive Orders) 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.

J.2 List B. Applicable DOE Directives

Table J-2.1. Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 130.1	Budget Formulation
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
DOE P 141.1*	Department of Energy Management of Cultural Resources
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A Chg 2 (Ltd Chg)	Unclassified Foreign Visits and Assignments Program
DOE O 150.1A	Continuity Programs
DOE O 151.1D Chg 1 (Min Chg)	Comprehensive Emergency Management System
DOE O 200.1A Chg 1 (Min Chg)	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE P 205.1*	Departmental Cyber Security Management Policy
DOE O 205.1C	Department of Energy Cyber Security Program
DOE O 206.1 Chg1 (Min Chg)	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy
DOE P 226.2*	Policy for Federal Oversight and Contractor Assurance Systems
DOE O 227.1A Chg 1 (Admin Chg)	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environment, Safety, and Health Reporting
DOE O 232.2A Chg 1 (Min Chg)	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B Admin Chg 1	Scientific and Technical Information Management
DOE O 243.1B Chg1 (Admin Chg)	Records Management Program
DOE O 252.1A Admin Chg 1	Technical Standards Program
DOE O 341.1A	Federal Employee Health Services Note: Employee Assistance Programs in CRD 2.b are not required by the Contractor for federal employees.

Table J-2.1. Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 350.1 Chg 7 (Ltd Chg)	Contractor Human Resource Management Programs
DOE O 350.3 Chg 1 (Min Chg)	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 Chg 1	Management of Nuclear Materials
DOE O 413.1B	Internal Control Program
DOE O 413.3B Chg 5 (Min Chg)	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Chg 2 (Ltd Chg)	Quality Assurance
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 420.1C Chg 3 (LtdChg)	Facility Safety
DOE O 422.1 Chg 3 (Min Chg)	Conduct of Operations
DOE O 425.1D Chg 2 (Min Chg)	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Chg 1 (Admin Chg)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1C Chg 2 (Admin Chg)	Real Property Asset Management (in accordance with Section H, <i>Real Property Asset Management</i>)
DOE O 433.1B Chg 1 (Admin Chg)	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 1 (Pg Chg)	Radioactive Waste Management
DOE M 435.1-1 Chg 2 (Admin Chg)	Radioactive Waste Management Manual
DOE O 436.1	Departmental Sustainability
DOE O 440.2C Chg 1 (Admin Chg)	Aviation Management and Safety
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1 (Pg Chg)	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health Technical Concerns
DOE P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
DOE P 450.4A* Chg 1 (Min Chg)	Integrated Safety Management Policy
DOE P 451.1*	National Environmental Policy Act Compliance Program
DOE P 454.1 Chg 1 (Admin Chg)*	Use of Institutional Controls
DOE O 458.1 Chg 3 (Admin Chg)	Radiation Protection of the Public and the Environment
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE P 470.1B*	Safeguards and Security Program
DOE O 470.3C	Design Basis Threat (DBT) Order
DOE O 470.4B Chg 2 (Min Chg)	Safeguards and Security Program
DOE O 470.5	Insider Threat Program

Table J-2.1. Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 470.6 Chg 1 (Min Chg)	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Chg 1 (Admin Chg)	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Chg 1 (Admin Chg)	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6 Chg 3 (Admin Chg)	Information Security
DOE O 472.2 Chg 2 (Pg Chg)	Personnel Security
DOE O 473.3A Chg 1 (Min Chg)	Protection Program Operations
DOE O 474.2 Chg 4 (Pg Chg)	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 484.1 Chg 2 (Admin Chg)	Reimbursable Work for the Department of Homeland Security
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
DOE O 522.1A	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE P 547.1A*	Small Business First Policy
DOE O 550.1 Chg 1 (Ltd Chg)	Official Travel
<p>* DOE Policies provide guidance for contractor programs and do not contain contractual requirements.</p> <p>Acronyms:</p> <p>DOE U.S. Department of Energy</p> <p>DOE M DOE Manual</p> <p>DOE O DOE Order</p> <p>DOE P DOE Policy</p>	

Table J-2.2. Oak Ridge Implementing Documents

Document Number	Title
DOE/OR-1014	Federal Facility Agreement for the Oak Ridge Reservation (and Appendices)
N/A	Site Treatment Plan for Mixed Wastes on the U.S. Department of Energy Oak Ridge Reservation
OREM-OM-PL-05 R1	Oak Ridge Office of Environmental Management Program Plan FY 2014 to 2024 (Biannual Update - November 2017)
DOE/OR/01-1791&D3	Record of Decision for the Disposal of Oak Ridge Reservation Comprehensive Environmental Response, Compensation, and Liability Act of 1980 Waste, Oak Ridge, TN
DOE/OR/01-2194&D2	Explanation of Significant Differences for the Record of Decision for the Disposal of Oak Ridge Reservation Comprehensive Environmental Response, Compensation, and Liability Act of 1980 Waste, Oak Ridge, TN
DOE/OR/01-1909&D3	Attainment Plan for Risk/Toxicity-Based Waste Acceptance Criteria at the Oak Ridge Reservation, Oak Ridge, TN

Table J-2.2. Oak Ridge Implementing Documents

Document Number	Title
DOE/OR/01-1909&D3 Revised Appendix A	Appendix A - Final Waste Acceptance Criteria (10/28/08)
Rev. 1 12/27/2018	Operating Disposal Authorization Statement for the Environmental Management Waste Management Facility
DOE/OR/01-1862&D4	Record of Decision for Interim Actions in Bethel Valley, Oak Ridge, Tennessee
DOE/OR/01-1826&D3	Record of Decision for Interim Actions for the Melton Valley Watershed at the Oak Ridge National Laboratory, Oak Ridge, Tennessee
DOE/OR/02-1671&D2	Record of Decision for Interim Action to Remove Fuel and Flush Salts from the Molten Salt Reactor Experiment Facility at the Oak Ridge National Laboratory, Oak Ridge, Tennessee
DOE/OR/01-2462&D2	Action Memorandum for the Y-12 Facilities Non-Time-Critical Removal Action Deactivation/Demolition Project, Oak Ridge, Tennessee
DOE/OR/01-1951&D3	Record of Decision for Phase I Interim Source Control Actions in the Upper East Fork Poplar Creek Characterization Area, Oak Ridge, Tennessee
DOE/OR/01-2229&D3	Record of Decision for Phase II Interim Remedial Actions for Contaminated Soils and Scrapyard in Upper East Fork Poplar Creek, Oak Ridge, Tennessee
DOE/OR/01-2049&D2	Action Memorandum for the Remaining Facilities Demolition Project at East Tennessee Technology Park, Oak Ridge, Tennessee
DOE/OR/01-1997&D2	Record of Decision for Interim Actions in Zone 1, East Tennessee Technology Park, Oak Ridge, Tennessee
DOE/OR/01-2161&D2	Record of Decision for Soil, Buried Waste and Subsurface Structure Actions in Zone 2, East Tennessee Technology Park, Oak Ridge, Tennessee
DOE/OR/01-2194&D2	Explanation of Significant Differences for the ROD for the Disposal of Oak Ridge Reservation Comprehensive Environmental Response, Compensation, and Liability Act of 1980 Waste, Oak Ridge, Tennessee
DOE/OR/01-2628/V1&D2	Groundwater Strategy for the DOE Oak Ridge Reservation (2014)
DOE/OR/01-1820&D3	Lower Watts Bar Reservoir and Clinch River/Poplar Creek Watershed Remedial Action Report Comprehensive Monitoring Plan, Oak Ridge, TN
DOE/OR/01-1982&D1/R1	Melton Valley Monitoring Plan, Oak Ridge, Tennessee
DOE/OR/01-2457&D3	Bear Creek Valley Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan
DOE/OR/01-2466&D4	East Fork Poplar Creek and Chestnut Ridge Administrative Watersheds Remedial Action Report Comprehensive Monitoring Plan
DOE/OR/01-2477&D3	ETTP Administrative Watershed Remedial Action Report Comprehensive Monitoring Plan
N/A	Oak Ridge Reservation (ORR) Wildland Fire Management Plan (dated June 29, 2005)

Table J-2.2. Oak Ridge Implementing Documents

Document Number	Title
N/A	Programmatic Agreement Concerning Management of Historical and Cultural Properties at the Oak Ridge Reservation (1994)
N/A	Programmatic Agreement Concerning the Management of Historical and Cultural Properties at the Oak Ridge National Laboratory (2005)
N/A	Programmatic Agreement Concerning the Management of Historical and Cultural Properties at the Y-12 National Security Complex (2003)
DOE/ORO-2085	Cultural Resource Management Plan, Department of Energy Oak Ridge Operations Office, Anderson and Roane Counties, Tennessee (2001)
N/A	Transmittal of the Executed Memorandum of Agreement, Execution Plan and Mitigation Plan for Historical Properties at East Tennessee Technology Park (2012)
OREM-19-2576	Summary Document of the U.S. Department of Energy NEPA Categorical Exclusion Determinations
ETTP Permit R74133	CAA Stationary Emergency Internal Combustion Engines 069346P to R74133
ETTP Permit TN0002950	CWA NPDES Permit for Storm Water Discharges TN0002950
ETTP Permit TNHW-165	RCRA ETTP Container Storage and Treatment Units TNHW-165
ORNL Permit 569768	CAA Bldg 3039 Process Off-gas and Hot Cell Ventilation System Permit 569768
ORNL Permit 071010P	CAA TWPC Operating Permit - Emergency Generators - 071010P
ORNL Permit 071009P	CAA TWPC Permit 071009P
ORNL Permit TN0002941	CWA ORNL NPDES Permit (ORNL sitewide wastewater discharge permit) TN0002941
ORNL Permit SOP-02056	CWA TWPC State Operating Permit for Sewage - SOP-02056
ORNL Permit TNHW-145	RCRA Hazardous Waste Container Storage and Treatment Units TNHW-145
ORNL Permit TN1890090003	RCRA Hazardous Waste Transporter Permit TN1890090003
Y-12 Permit IDL 01-103-0189	Centralized Industrial Landfill II
Y-12 Permits	Construction and Demolition Landfills
Y-12 Permit IDL 01-103-0075	Industrial Landfill IV
Y-12 Permit IDL 01-103-0083	Industrial Landfill V
ORR Permit TNHW-164	RCRA Hazardous Waste Corrective Action Permit TNHW-164
Acronyms: CAA Clean Air Act CWA Clean Water Act DOE U.S. Department of Energy EPA U.S. Environmental Protection Agency ETTP East Tennessee Technology Park FY fiscal year GAO Government Accountability Office NEPA National Environmental Protection Act NPDES National Pollutant Discharge Elimination System OREM Oak Ridge Office of Environmental Management ORNL Oak Ridge National Laboratory RCRA Resource Conservation and Recovery Act	

Table J-2.2. Oak Ridge Implementing Documents

Document Number	Title
ROD	Record of Decision
TWPC	Transuranic Waste Processing Center

Table J-2.3. Guidance Documents

Guidance Documents*	Title
GAO-09-3SP March 2009	GAO Cost Estimating and Assessment Guide
GAO-16-89G December 2015	GAO Schedule Assessment Guide
NDIA February 6, 2015	Guide to the Integrated Baseline Review (IBR) Revision 2
NDIA PASEG March 9, 2016	Planning and Scheduling Excellence Guide (PASEG) Version v3.0
EPA/600/R-96/055	EPA QA/G-4, Guidance for the Data Quality Objectives Process
EPA Guidance SW-846	Test Methods for Evaluating Solid Waste: Physical/Chemical Methods
*Guidance documents provide guidance for contractor programs and do not contain contractual requirements. Acronyms: EPA U.S. Environmental Protection Agency GOA Government Accountability Office NDIA National Defense Industrial Association	

Attachment J-3

Site Services and Interface Requirements

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Site Services and Interface Requirements

The Oak Ridge Reservation Cleanup Contract (ORRCC) Contractor shall coordinate with Department of Energy (DOE), National Nuclear Security Administration (NNSA), the Oak Ridge National Laboratory (ORNL) and Y-12 National Security Complex (Y-12) Site Management and Operating (M&O) Contractors, and others, as necessary, to perform the Performance Work Statement. The Contractor shall make every effort to ensure that no adverse impacts occur to ongoing site missions. ORRCC work activities shall be coordinated with the respective site M&O contractor when working in close proximity to other contractor operations or facilities. The site services and interface requirements for the ORRCC Contractor include, but may not be limited to, those summarized in the table below.

Category	Description of Interface
Badging and Access Authorization (Clearance) Processing	ETTP, ORNL, and Y-12 – The ORRCC Contractor is responsible for submitting facility clearance and registration actions (i.e. badge requests) to the DOE prime contractor responsible for processing the request and issuing the HSPD-12 approved credential.
Carlsbad Field Office/ Waste Isolation Pilot Plant	The ORRCC Contractor is responsible for interacting with the Carlsbad Field Office, Central Characterization Program, and Waste Isolation Pilot Plant as described in <i>The WIPP Central Characterization Program CCP/TRU Waste Processing Center/Oak Ridge National Laboratory Interface Document CCP-PO-027</i> (Revision 7).
Classification Review	<p>The Contractor is responsible for nominating a Classification Officer to be concurred by the DOE Oak Ridge Classification Officer and appointed by DOE Headquarters. If the Contractor does not have an appointed Classification Officer, the Contractor shall nominate Derivative Classifiers to be appointed by the DOE Oak Ridge Classification Officer.</p> <p>Y-12 – The Y-12 site M&O Contractor (with oversight from the NNSA Production Office) conducts or delegates authority for classification reviews and approves information for public release.</p> <p>ORNL and ETTP – The Oak Ridge Classification Officer conducts or delegates authority for classification reviews and approves information for public release.</p>
Controlled Area/ Facility Access	<p>ORNL and Y-12 – The ORRCC Contractor is responsible for coordinating with the respective ORNL and Y-12 site M&O Contractors for badge reader access to controlled areas/facilities (as applicable).</p> <p>ETTP – Not applicable.</p>

Category	Description of Interface
Emergency Management and Fire Protection	<p>ETTP – <i>Fire protection and emergency response provided by the City of Oak Ridge.</i></p> <p>ORNL and Y-12 – The respective site M&O Contractor provides emergency services (including fire protection) and site emergency preparedness. Additionally, the site M&O Contractor approves fire loading and combustible loading fire plans.</p>
Emergency Notification System (ENS)	<p>ORNL and Y-12 – The respective site M&O Contractor maintains the ENS and connects/disconnects all required structures to the ENS, upon request.</p> <p>ETTP – Not applicable.</p>
Excavation/Penetration Permits	<p>ORNL – Based upon a request from the ORRCC Contractor, the site M&O contractor performs utility locates and provides historical drawings to the ORRCC Contractor. The ORRCC Contractor uses the utility locations and drawings in the development of its excavation/penetration permit.</p> <p>Y-12 – The site M&O Contractor prepares and approves all excavation/penetration permits based on a request from the ORRCC Contractor. The ORRCC Contractor uses the approved excavation/penetration permit and follows its own excavation/penetration permit process.</p> <p>ETTP – The ORRCC Contractor prepares and approves excavation/penetration permits on EM-owned property. The ORRCC Contractor must coordinate with the respective property owner for excavations/penetrations on non-EM-owned (transferred) property.</p>
Infrastructure Changes	<p>ORNL and Y-12 – The respective site M&O Contractor requires written agreement (e.g., MOU/MOA) for infrastructure changes such as establishing laydown areas, installing trailers, building roads, establishing waste staging areas, etc. Utility modifications are addressed separately.</p> <p>ETTP – Not applicable.</p>
National Historic Preservation (NHP) and National Park Service (NPS)	<p>ORNL and Y-12 – The ORRCC Contractor, DOE Oak Ridge Reservation Cultural Resources Coordinator, State Historic Preservation Officer, and respective site M&O Contractor review NHP documentation prior to demolition activities.</p> <p>ETTP – The ORRCC Contractor shall coordinate with the NPS on the installation of wayside exhibits around the K-25 building footprint.</p>

Category	Description of Interface
Operational Responsibility	ORNL and Y-12 – DOE/NNSA will reassign operational responsibility from the respective site M&O Contractor to the ORRCC Contractor prior to cleanup activities of non-EM-owned structures/areas. MOAs/MOUs will be established, as necessary. ETTP – Not applicable.
Outfall 200 Mercury Treatment Facility (OF200 MTF)	Y-12 – The ORRCC Contractor shall interface with the OF200 MTF Construction Contractor (an Environmental Management Prime Contractor) as necessary to perform contractual responsibilities. See the <i>Outfall 200 Mercury Treatment Facility Responsibility Matrix</i> that immediately follows this table.
Regulator Interface	ETTP, ORNL, and Y-12 – The ORRCC Contractor shall coordinate with DOE prior to interactions with regulators and shall make copies available to DOE upon request of all correspondence (e.g., reports, findings, records of phone conferences, meeting minutes, etc.). Representatives of DOE, the ORRCC Contractor, and regulators may meet periodically, as required.

Category	Description of Interface
Safeguards & Security (S&S)	<p>ETTP, ORNL, and Y-12 – A DOE prime contractor provides protective force resources for ETTP. The respective site M&O contractor provides protective force resources and site-security services at ORNL and Y-12. The ORRCC Contractor shall be responsible for site-security services (non-protective force) at ETTP, and all other S&S requirements to protect DOE assets within its scope of authorized Task Orders.</p> <p>The ORRCC Contractor shall coordinate with the appropriate site security contractor as it relates to Contract scope, and provide relevant information and/or support for site-wide security requirements to include but not be limited to:</p> <ul style="list-style-type: none"> • Operational Planning and the Site Security Plan • Performance assurance, security condition response plans (included in Site Security Plans) • Surveys, Reviews, and Assessments • Vulnerability Assessments • Protective Forces (e.g., armed personnel, specialized equipment, and tactical procedures) • Classified Visits • Incidents of Security Concern • Unclassified Foreign National Visits • Material Control and Accountability movement or shipment <p>ORNL – The Contractor shall designate a representative to participate in the ORNL Security Integrated Project Team that ensures communication, coordination, and integration between DOE and its contractors at the site.</p>
Site Liaison	<p>ORNL and Y-12 – The ORRCC Contractor shall arrange for the respective site M&O Contractor to designate a Site Liaison to coordinate and facilitate site services necessary for project execution.</p> <p>ETTP – Not applicable.</p>
Site Usage Fees	<p>ORNL and Y-12 – The respective site M&O Contractors charge an annual site usage fee per site occupant. This site usage fee includes site services such as emergency services (including fire protection), site emergency preparedness, site-wide regulatory compliance, sanitary waste management services, roads and grounds, etc.</p> <p>ETTP – Not applicable.</p>

Category	Description of Interface		
Transportation Logistics	<p>ORNL and Y-12 – The ORRCC Contractor shall coordinate transportation routes and plans (e.g., frequency, road closures, etc.) through the respective site M&O Contractor. The ORRCC Contractor shall coordinate with the respective site M&O Contractor and receive approval for transporting heavy equipment or oversized loads on- or off-site due to changes in traffic plans and portal disassembly, if needed.</p> <p>ETTP – The ORRCC Contractor shall maintain awareness of road ownership (e.g., public, private, or DOE-owned), and potential impacts to transportation routes and vehicle restrictions/requirements.</p>		
Utilities	<p>ORNL and Y-12 – Utilities including water, electrical, gas, sewer, and communication services will be purchased from the respective site M&O Contractor.</p> <p>ETTP – Water and sewer have been transferred to the City of Oak Ridge, with the exception of service lateral lines. The site gas infrastructure has been transferred to Oak Ridge Utility District. Plans are to transfer all overhead primary electrical service and associated poles to the City of Oak Ridge.</p>		
Utility Modifications	<p>ORNL and Y-12 – All active utility systems are the responsibility of the site M&O Contractor. Any modifications or relocation necessary to maintain continuity of site programmatic missions will be performed by the site M&O Contractor at their expense. Utility service connections, isolations and/or tie-ins necessary to support EM activities will be performed by the site M&O Contractor as a service to be purchased by the ORRCC Contractor. The site M&O Contractor will also review and approve utility design changes.</p> <p>ETTP – Not Applicable.</p>		
Y-12 Perimeter Intrusion Detection and Assessment System (PIDAS)	<p>Y-12 – The Y-12 site M&O Contractor will reconfigure the PIDAS to exclude the Beta 4 and Alpha 5 Complexes to facilitate cleanup work with uncleared workers.</p>		
Acronyms:			
DOE	U.S. Department of Energy	NNSA	National Nuclear Security Administration
EM	DOE Office of Environmental Management	NPS	National Parks Service
ENS	Emergency Notification System	ORNL	Oak Ridge National Laboratory
ETTP	East Tennessee Technology Park	ORRCC	Oak Ridge Reservation Cleanup Contract
M&O	Management and Operating	PIDAS	Perimeter Intrusion Detection and Monitoring System
MOA	memorandum of agreement	S&S	Safeguards and Security
MOU	memorandum of understanding	Y-12	Y-12 National Security Complex
NHP	National Historic Preservation		

Outfall 200 Mercury Treatment Facility Responsibility Matrix

This matrix summarizes the roles and responsibilities for the various contractor entities involved in the Outfall 200 Mercury Treatment Facility, including Oak Ridge Reservation Cleanup Contractor responsibilities described in Performance Work Statement Section C.5.6.

Legend: **P** – Primary Contractor responsible for accomplishment of activity
 S – Activity Support (as needed)
 O – Assistance in Activity Oversight (as needed)

Activity	Vendors to the OF200 MTF Construction Contractor	OF200 MTF Construction Contractor	ORRCC Contractor (OF200 MTF Construction Support Role)*	ORRCC Contractor (OF200 MTF Operating Role)*
Construction				
Execute Factory Acceptance Testing per Startup Test Plan	P	O	O	
Execute Construction Acceptance Testing per Startup Test Plan		P	O	
Develop Acceptance Test Procedures per Startup Test Plan	S	S	P	
Execute Acceptance Test Procedures per Startup Test Plan	S	P	O	
Operational Readiness				
Develop Checkout, Testing, and Commissioning Plan			P	
Execute Checkout, Testing, and Commissioning Plan			O	P
Develop Operations Acceptance Test Procedure				P
Execute Operations Acceptance Test Procedure			O	P
Establish and Implement Safety Documentation for Facility				P
Perform a Readiness Activity prior to Startup				P
Prepare a Phased Construction Completion Report for regulatory approval			P	
Prepare Critical Decision (CD)-4 for DOE approval prior to Operations				P

Activity	Vendors to the OF200 MTF Construction Contractor	OF200 MTF Construction Contractor	ORRCC Contractor (OF200 MTF Construction Support Role)*	ORRCC Contractor (OF200 MTF Operating Role)*
Develop and implement a Transition to Operations Plan				P
<p>* These two roles will be fulfilled by the Oak Ridge Reservation Cleanup Contractor from Construction through Startup.</p> <p>Acronyms: OF200 MTF Outfall 200 Mercury Treatment Facility ORRCC Oak Ridge Reservation Cleanup Contract</p>				

Attachment J-4

Performance Guarantee Agreement

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Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract 89303322DEM000067 for the (Contract) dated October 26, 2021, by and between the Government and **United Cleanup Oak Ridge LLC** (Contractor), the undersigned, **AECOM Energy & Construction, Inc., an Amentum Company** (Guarantor), a corporation incorporated in the State of **Ohio** with its principal place of business **106 Newberry Street SW, Aiken, SC 29801** 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:

- (1) 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
- (2) 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 **February 16, 2021.**

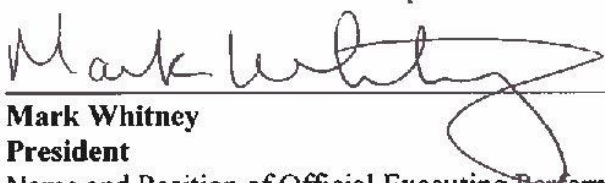
In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

February 16, 2021

Date

AECOM Energy & Construction, Inc., an Amentum Company

Name of Corporation



(Signature)

Mark Whitney

President

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

I certify that I am the **Assistant Secretary** of the corporation named as a Guarantor herein, that the officer who signed the Performance Guarantee Agreement on behalf of the Guarantor was then **President** of said corporation, and that said officer was acting within the scope of his corporate powers.

By: 

Date: **February 16, 2021**

Mark Esposito



Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract 89303322DEM000067 for the (Contract) dated October 26, 2021, by and between the Government and **United Cleanup Oak Ridge LLC** (Contractor), the undersigned, **Jacobs Technology Inc., a Jacobs Company** (Guarantor), a corporation incorporated in the State of **Tennessee** with its principal place of business **600 William Northern Boulevard, Tullahoma, TN 37388** hereby unconditionally guarantees to the Government:

- (d) 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
- (e) 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
- (f) 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:

- (3) 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
- (4) 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 **February 16, 2021.**

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

February 16, 2021

Date

Jacobs Technology Inc., a Jacobs Company

Name of Corporation



(Signature)

Dawne S. Hickton

President and CEO

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

I certify that I am the **Assistant Secretary** of the corporation named as a Guarantor herein, that the officer who signed the Performance Guarantee Agreement on behalf of the Guarantor was then **President and CEO** of said corporation, and that said officer was acting within the scope of his corporate powers.

By:


Vladimir Shifrin

Date: **February 16, 2021**

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract 89303322DEM000067 for the (Contract) dated October 26, 2021, by and between the Government and **United Cleanup Oak Ridge LLC** (Contractor), the undersigned, **Honeywell International Inc., a Honeywell Company** (Guarantor), a corporation incorporated in the State of **Delaware** with its principal place of business **300 S. Tryon Street, Charlotte, North Carolina 28202** hereby unconditionally guarantees to the Government:

- (g) 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
- (h) 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
- (i) 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:

- (5) 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
- (6) 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 **February 16, 2021**.

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:

Honeywell International Inc., a Honeywell Company

Name of Corporation



(Signature)

Jim Colby

Vice President and Treasurer

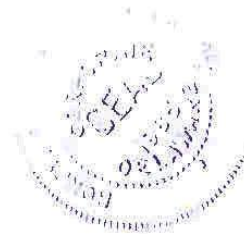
Name and Position of Official Executing Performance Guarantee
Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix
Corporate Seal

I certify that I am the Lead Admin Assistant of the corporation named as a Guarantor
herein, that the officer who signed the Performance guarantee Agreement on behalf of the
Guarantor was then **Vice President and Treasurer** of said corporation, and that said officer was
acting within the scope of his corporate powers.

By: Cynthia Williams

Date: 02/08/2021



Attachment J-5

Master Small Business Subcontracting Plan

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10.0 Small Business Subcontracting Plan L.11(k)

In compliance with Section L.11(k) Small Business Subcontracting Plan, United Cleanup Oak Ridge LLC (UCOR) has addressed small business (SB) subcontracting plan requirements.

As required in paragraph (1) of this instruction, we are submitting a Master Small Business Subcontracting Plan for the Oak Ridge Reservation Cleanup indefinite delivery/indefinite quantity (IDIQ) contract in accordance with Section I, FAR 52.219-9, Small Business Subcontracting Plan – Alt. II, and proposal preparation instructions, except goals required in paragraphs (d)(1) and (d)(2) of the clause.

For the purposes of this plan, UCOR uses the term “subcontract” to mean any agreement (other than one involving an employer-employee relationship) entered into by a government prime contractor or subcontractor that calls for supplies or services required in the performance of the subject prime contract, a contract modification thereto, or a subcontract thereunder.

Our Master Subcontracting Plan affords small businesses the maximum practicable opportunity to participate in contract performance consistent with efficient performance that helps achieve DOE’s cleanup goals. Our contracting approach provides a vital link to the local community, helps strengthen the economy, and represents best business practices.

Our Master Subcontracting Plan capitalizes on what SBs do best—provide nimble delivery of meaningful fixed price or cost-reimbursable work and accomplish unique individual tasks. Our approach combines the best elements of the LLC members’ proven SB programs, integrates SB teaming subcontractors into a cohesive organization, supports the SB community through outreach efforts, and includes participation in the DOE Mentor-Protégé (MP) Program, supporting the delivery of task order (TO) commitments and scope of work.

Attachment J-5, Master Small Business Subcontracting Plan

This plan is submitted in accordance with Section I, FAR 52.219-9 Small Business Subcontracting Plan – Alt. II, and proposal preparation instructions. The Master Small Business Subcontracting Plan will be effective on the contract effective date and will continue through the life of the master IDIQ contract. The plan contains all elements identified in FAR 52.219-9, except goals required by paragraphs (d)(1) and (d)(2) of the clause.

Contractor Name	United Cleanup Oak Ridge LLC (UCOR)
Contractor Address	20501 Seneca Meadows Parkway, Suite 300
City/State/Zip	Germantown, MD 20876
Phone Number	803-208-1807
Date Prepared	February 16, 2021
Solicitation Number	89303319REM000047
Item/Service	Oak Ridge Reservation Cleanup Contract
Cumulative Value of Task Orders (excluding the Transition Task Order), not including costs as listed in H.52 of the Contract	Values will be addressed upon award of each task order
Period of Contract Performance	Effective date of the Transition task order: October 1, 2021 10-year ordering period beginning January 1, 2020

Type of Plan (check one)

- ☐ Individual Subcontracting Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purpose may be allocated on a prorated basis to the contract.
- ☒ Master Subcontracting Plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

UCOR is committed to sustainable subcontract opportunities for qualified SBs—including the distinct subsets of veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), Historically Underutilized Business Zone (HUBZone) small businesses, small disadvantaged businesses (SDB), and women-owned small businesses (WOSB)—as subcontractors performing meaningful contract scope.

Competitively procuring discrete and distinct technical or programmatic Performance Work Statement (PWS) elements from small businesses not only maximizes performance, reduces risk to the government, and results in good financial stewardship, but it also benefits the sites and ultimately the East Tennessee region by:

- Reducing costs through competition
- Optimizing task performance
- Injecting ideas, skills, and capabilities from outside the project team, bringing innovation to the project
- Limiting risk to the project through effective contract types (e.g., fixed price subcontracts)

In accordance with RFP Section H.60, Mentor-Protégé Program, during the master IDIQ contract ordering period (excluding the Transition task order), UCOR will mentor two active protégés (whether new or existing) through the DOE and/or SBA MP programs. Our approach to mentoring includes building the protégés’ skills and capabilities, facilitating their introduction to and involvement with the community and key stakeholders, providing leadership opportunities within our LLC, and enabling future opportunities outside of ORRCC. UCOR is proposing a DOE MP Agreement with two teaming subcontractors—1) Strata-G, LLC, a SB who will perform technical services, ES&H/IH, waste management, project controls, engineering, nuclear ops/safety, D&D support, CERCLA disposal facility design, and technology development support; and 2) RSI EnTech, a SDB Alaska Native Corporation-owned company that will provide regulatory and environmental services, characterization, reindustrialization, Federal Facilities Agreement, engineering, and project controls support. UCOR will consider and use our MOU with Florida International University, a Minority Serving Institution, in an MP capacity, which will broaden our diversity program approach per Section H.33. We also will review existing and future parent-company MPs for applicability. For example, Amentum recently established an MP with Severson Environmental Services, Inc., that could be used across many PWS elements. MP agreements will be developed during TO 2 Contract Implementation.

10.1 Small Business Subcontracting Goals

UCOR is committing to achieve a cumulative SB goal of 35% of the cumulative value of TOs. We will consider this goal as we develop our SB plans for each TO, as described in this section.

UCOR will evaluate the following goals on each TO against the cumulative value of TOs (**Figure 10-1**). For each TO, we propose separate small business subcontracting goals for small business categories as a percent of total subcontracted dollars. If the scope of the TO is not conducive to establish or achieve the small business goals for each small business category identified in Table H-3 (**Figure 10-1**), UCOR will submit to the contracting officer (CO) for approval the justification for the proposed small business category percentages for that TO.

Figure 10-1. Table H-3 Small Business Goals. Table H-3 provides the minimum small business goals for the cumulative value of subcontracted work under all TOs.

Small business category	Small business goals as a % of total subcontracted dollars
SB (categories below are subsets within this category)	45%
VOSB	3%
SDVOSB	3%
HUBZone	3%
SDB	5%
WOSB	5%

10.2 Small Business Subcontracting Values

Small business subcontracting values will be addressed upon award of each TO.

10.3 Principal Types of Supplies and Services to Be Subcontracted

Figure 10-2 describes the principal types of supplies and services to be subcontracted at the ORRCC IDIQ level and identifies the types planned for subcontracting to SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB.

Figure 10-2. Supplies and Services for Subcontracting. UCOR has identified significant, meaningful work for subcontracting to SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.

Scope, Supplies, and/or Services; NAICS code(s)	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB
Regulatory, Environmental, and Characterization Support						
Modeling and risk assessment services; NAICS 541330, 541620	✓	✓	✓	✓	✓	✓
Soil/groundwater well drilling/maintenance; NAICS 238910, 237110	✓	✓	✓		✓	✓
Soil boring and sampling; NAICS 238910, 237110, 541620	✓	✓	✓		✓	✓
Groundwater and soil sample analysis and data validation; NAICS 541380, 541620, 541690	✓	✓	✓	✓	✓	✓
Geophysical mapping and logging; NAICS 541360	✓	✓			✓	✓
Soil/groundwater environmental data management; NAICS 541620, 541690	✓	✓	✓	✓	✓	✓
Analytical laboratory services; NAICS 541380	✓				✓	
Facility Operations, Surveillance & Maintenance, and Waste Management						
Waste packaging and transportation; NAICS 484230, 332420, 484220	✓	✓	✓	✓	✓	✓
Haul road and bridge removal; NAICS 238910, 238990, 541330, 541620, 541690	✓	✓	✓	✓	✓	✓
CERCLA disposal facilities and ORR landfills management; NAICS 562211, 541620, 541690	✓	✓	✓		✓	✓
Facility maintenance and repair; NAICS 238220, 238210, 238990, 561210, 561720	✓	✓	✓	✓	✓	✓
Installation and testing of process equipment; NAICS 238990, 238210, 541330, 238220	✓	✓	✓	✓	✓	✓
LGWO infrastructure and life extension; NAICS 541330, 561210, 238220, 238210	✓	✓	✓	✓	✓	✓
Roof repairs and roof replacements; NAICS 238160, 444190	✓				✓	✓
Work Planning/Control, Contractor Assurance						
Work planning and control; NAICS 561210, 241219, 541330, 541620	✓	✓	✓		✓	✓
Contractor assurance, work planning and control, quality assurance; NAICS 562910, 541690	✓	✓	✓		✓	✓
Infrastructure, Equipment, and Supplies						
Fuel for heavy equipment; NAICS 424720	✓					
Heavy and industrial equipment; NAICS 532410	✓	✓		✓		
Supplies for deactivation crews (PPE, bottled water, comfort stations); NAICS 423450, 454390, 424490, 562991	✓	✓	✓	✓	✓	✓
Trailers and trailer relocation; NAICS 531120	✓		✓			
Preparation of Excess Contaminated Facilities						
Hazard abatement, decontamination; NAICS 423450, 423830, 541690	✓	✓	✓	✓	✓	✓
Soil and groundwater remediation; NAICS 562910	✓	✓	✓		✓	✓
End States and Land Reuse						
Reindustrialization; NAICS 238910, 541330, 541370, 562910	✓	✓	✓	✓	✓	✓
Core Functions						
Project support performance and reporting; NAICS 541219, 541611, 541330, 541620	✓	✓	✓		✓	✓
Risk management; NAICS 541330, 541611, 541690, 541620	✓	✓	✓		✓	✓
Safety, health, and QA supplies and services; NAICS 423450, 423830, 541690, 541330, 561210	✓	✓	✓		✓	✓
Engineering evaluations/certifications; NAICS 541330, 541620	✓	✓	✓		✓	✓

Scope, Supplies, and/or Services; NAICS code(s)	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB
Conduct of operations, maintenance, and engineering; NAICS 562910, 541330, 541620	✓	✓	✓		✓	✓
Property and inventory management; NAICS 541614	✓	✓	✓		✓	✓
Records management; NAICS 541611	✓	✓	✓		✓	✓
Training services; NAICS 541330, 541690, 611430	✓	✓	✓		✓	✓
Public relations and media support; NAICS 541820	✓	✓			✓	✓
Information technology—hardware and software; NAICS 532420, 811212, 423430, 541511	✓	✓	✓	✓	✓	✓
Strategic contract staffing services for surge capability; NAICS 561311, 561320	✓	✓	✓	✓	✓	✓

10.4 Method Used to Develop Subcontracting Goals

The UCOR team maximizes the use of small businesses. We examined the PWS and selected four high performing SB teaming subcontractors who are integral to our approach, and assign discrete, meaningful, and technically complex work scope to each. We will competitively procure meaningful supplies and services, with an emphasis on fixed price subcontracts to the maximum extent practicable, from local and regional small businesses throughout each task order's period of performance.

UCOR commits to exceed DOE's SB goal by awarding 35% of the cumulative contract value (CCV) to small businesses. We apply our approach on each TO starting before receipt of the request for task order proposal.

Step 1. We assign scope to our SB teaming subcontractors. RSI and Strata-G will collectively perform 15% of the CCV based on continuing their current ETPP roles. L&A and EAI will collectively perform 5% of the CCV. To achieve the remaining 15% of our SB goal, we follow steps 2 and 3 of our approach.

Step 2. We address PWS elements currently under contract on ETPP. During transition, we evaluate the scope, performance, and requirement to continue each subcontract before reassignment to UCOR, with a focus on preventing cost changes from the new IDIQ terms and conditions. We repeat this process for each new task through the life of the contract.

Step 3. We identify new scope elements not currently under contract. We evaluate the availability of qualified SBs in each subcategory to align with contract goals. To maximize SB participation, UCOR leverages our robust parent company databases, the Honeywell-managed DOE Supply Chain Management Center (SCMC), and hosting of SB forums and workshops. During transition, we host a forum to identify and prequalify additional SBs for TOs 2, 3, and 4.

We repeat the same three steps on all future TOs. For each TO, we will conduct a management review of the UCOR contract scope, SB plan and goals, and of the SB marketplace to establish aggressive subcontracting goals (except TO 1 Transition). We will:

- Factor the percentage of the value of the TO to be subcontracted to small businesses and the minimum goals for each small business category determined as a CO fill-in for the TO
- Evaluate opportunities for SB participation across the TO scope through a rigorous process of reviewing the scope and our work breakdown structure (WBS) for early identification of potential work activities
- Apply a risk-based approach to perform an initial screening of all subprojects, which results in work that is sufficient and meaningful and that has an available competitive SB supplier base so that it can be most cost-effectively performed through subcontracting

- Incorporate suggestions from proposed UCOR program and TO managers regarding future subcontracting opportunities
- Continue to meet with and survey the local and regional SB/SDB community and catalogue company capabilities associated with each TO
- Benchmark UCOR parent and affiliate companies' SB subcontracting performance at DOE sites and projects nationwide
- Review the SB databases of parent and affiliate companies to expand our list of experienced, qualified SBs/SDBs to be considered for future subcontracting opportunities

Project Integration and Business Services Manager Pat Timbes oversees the SB program and assigns implementation of our subcontracting plan to the SB manager, who works in concert with the program and TO managers. Program Manager Ken Rueter performs periodic reviews of the program to ensure that we assign meaningful work, exceed goals, and support the SB community.

We leverage UCOR and parent company relationships in East Tennessee and nationally to enhance our SB outreach, and we commit to host and attend national and regional SB events in partnership with local economic development organizations. At our outreach events, we educate SBs on the IDIQ task order model, identify and prequalify companies for upcoming work, and provide guidance on government subcontracting processes. Additionally, Honeywell through the SCMC brings extensive national insight of qualified SBs who may contribute to ORRCC, and educational materials to increase SB competitiveness. We will continue the current ETPP contract annual SB awards program to recognize high performing contractors in support of UCOR.

10.5 Method Used to Identify Potential Sources for Solicitation Purposes

To identify potential sources for solicitation purposes at the task order level, we review:

- Local, regional, and state SB/SDB community resources (e.g., Oak Ridge Chamber of Commerce, Anderson County Chamber of Commerce, University of Tennessee Procurement Technical Assistance Center, Roane State Community College)
- Regional minority purchasing councils' listings for SBD entities
- Regional and national veteran services organizations
- SBA Dynamic Small Business Search database
- Trade associations for SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB entities
- National Contract Management Association
- Institute for Supply Management
- System for Award Management (SAM)
- Local and national small business forums, expos, and conferences
- Energy Technology and Environmental Business Association (ETEBA) Opportunities and Technical Conference
- East Tennessee Economic Council annual supplier workshops and conferences
- Internal supplier portal and source-to-pay databases

Our approach to meeting small business commitments combines the best elements of our parent companies' SB programs, prioritizes SB usage, integrates SB team members, and includes engagement in the DOE MP Program. A review of the SB's safety record is included as an evaluation factor in the bid analysis before issuing a contract.

10.6 Indirect Costs

Indirect costs ☐ will or ☒ **will not** be included in the task order goals.

10.7 Administration Officer for Small Business Subcontracting Plan

The UCOR senior management representative for the SB plan is—

Name	Pat Timbes
Title	Project Integration and Business Services Manager
Contractor Address	20501 Seneca Meadows Parkway, Suite 300
City/State/Zip	Germantown, MD 20876
Telephone	803-208-1807
Email	Donald.timbes@amentum.com

10.8 Equitable Opportunity

UCOR is committed to offering fair and equitable opportunities for SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns to compete to supply the products and services needed to accomplish the ORRCC scope.

10.8.1 Outreach Efforts to Obtain Sources

We have identified several activities and efforts targeting new SB sources. The list is based on our direct experience and understanding of the available sources and routes to identify new sources relevant for ORRCC.

- Contact SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB businesses using our robust supply chain, directories, and databases of federal, state, local, and private organizations.
- Contact federal, state, local, and private SB development organizations.
- Attend small- and minority-business procurement conferences and trade fairs.
- Request sources from the SBA Dynamic Small Business Search database and SAM.
- Use various communication sources (e.g., newsletters and online magazines) to encourage new sources.
- Participate in efforts and activities to expand the socioeconomic database for the contract. Sponsor/co-sponsor various SB conferences. Sponsor annual SB recognition events.
- Hold SB workshops to identify subcontracting opportunities and explain how to prepare bids for submittal to UCOR.
- Maintain a database of potential SB subcontractors within the procurement supplier and source-to-pay databases.
- Post solicitations on UCOR's website to maximize exposure.
- Encourage project, subproject, and procurement personnel and management to participate in SB outreach events.
- Provide resources to and proactively participate in local SB and minority organizations.
- Conduct outreach to other DOE prime contractors and local small business managers.

- Partner with the SBA to share information, to receive updates on regulation, and to refer SBs to SBA for informational purposes.

10.8.2 Internal Efforts to Guide and Encourage Procurement/Purchasing Personnel

We understand the importance of providing resources to project, planning, and supply chain personnel, and others involved in make/buy assessment, to look for and encourage work scope to be subject to subcontracting, including SB subcontracting. The project integration and business services manager is responsible for execution of these efforts, with support from the small business program manager.

- Prepare and conduct workshops, seminars, and training programs to ensure effective delivery of the plan and use of applicable systems (e.g., SAM).
- Integrate the supply chain function into the work scope planning and project execution processes.
- Develop, use, and maintain source lists, guides, and other data for soliciting subcontracts to SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.
- Monitor ongoing activities to assess compliance with the subcontracting plan.
- Ensure development of procurement policies and procedures that direct use of SB subcontracting to the maximum extent possible.
- Communicate lessons learned to SB suppliers and subcontractors to develop capabilities and quality of service.
- Implement an ongoing in-reach program that provides SBs access and exposure to key project planners and managers.
- Conduct internal workshops, seminars, and training programs to ensure that internal customers and acquisition personnel are familiar with the SB policies and prime subcontracting requirements.
- Maintain trip reports and other documentation on the outreach activities attended, including new sources identified along with recommendations to supply chain personnel to include these sources in upcoming appropriate solicitations. Follow up with project, planning, and supply chain personnel regarding use of the new sources.
- Develop specifications, statements of work, and procurement packages that allow maximum participation from SBs, and enable long-term relationships when possible. Review procurement packages to remove specifications, statements of work, terms and conditions, and clauses that could restrict or prohibit SB participation.
- Emphasize vitality of inclusion of SBs in all applicable solicitations. To the extent possible, avoid limiting specifications, statements of work, terms and conditions, and clauses.
- Apply performance recognition programs and approaches for high performing SBs.

10.8.3 Outreach Events

The following outreach events are strategic in nature and target planning and strategizing for future SB engagement. The outcome of each event feeds external source searching ([Section 10.8.1](#)) and internal education and encouragement of SB subcontracting ([Section 10.8.2](#)).

- Attend the annual DOE Small Business Forum & Expo.
- Obtain a list of outreach activities to attend from DOE Small Business Program Managers and the DOE Office of Small and Disadvantaged Business Utilization.

- Consistent with RFP Section H.59 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership, participate in the partnership.
 - Through LLC partner Honeywell, we will have a direct conduit to its NNSA/EM SCMC yielding an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs for the government.
- Participate with the local business associations, development councils, small business development centers, and chambers of commerce and associated events, such as:
 - ETEBA
 - East Tennessee Economic Council
 - Tennessee Department of Economic & Community Development
 - Oak Ridge Chamber of Commerce
 - Anderson County Economic Development Association
 - The Roane Alliance
 - East Tennessee Small Business Growth Conference
 - Tennessee Veterans Business Association Champion Partnership
 - Tennessee Valley Corridor
 - Celebrate Oak Ridge business event
 - City of Knoxville Annual Business Opportunities Breakfast
- Host our own SB outreach events annually to share information on upcoming opportunities.

10.8.4 Additional Initiatives

Further, we have identified seven initiatives that aim to enhance equitable opportunities for SBs through traditional purchasing and acquisition routes.

1. Establish a procurement services page on UCOR's website, and enhance the page to highlight opportunities for SBs.
2. Enhance acquisition planning to highlight SB subcontracting opportunities.
3. Use the Honeywell-managed SCMC network, processes, and tools to identify SB concerns that could be used to perform various scopes of work.
4. Develop partnerships/team arrangements with SB subcontractors.
5. Work with the SBA Procurement Center Representative.
6. Work with minority supplier development councils.
7. Work with other SB organizations.

10.9 Assurance of Subcontracts Clause Flow-Down

UCOR commits to including FAR 52.219-9 (d)(9), Utilization of Small Business Concerns (June 2020), in all subcontracts that offer further subcontracting opportunities. We will require that all subcontractors (except SB concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of FAR 52.219-9.

All plans will be reviewed by the project integration and business services manager and compared from a compliance point of view with the provisions of FAR 52.219-9 to ensure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The percentage goals will be consistent with RFP Section H.52 and the minimum goals for each small business category specified by the DOE CO for each task order. Once approved and implemented, Individual Subcontracting Plans

will be monitored through the submission of periodic reports, and as time and availability of funds allow, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

10.10 Assurance of Preparation/Submission of Reports, Studies, and Surveys

UCOR commits to:

- Participate and cooperate in all studies or surveys required.
- Submit periodic reports to enable the government to determine the extent of compliance with the subcontracting plan.
- Include subcontracting data when reporting achievements for IDIQ contracts (with Individual Subcontracting Plans), if a contract is intended for use by multiple agencies.
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR) in accordance with paragraph (1) of FAR 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at <https://www.esrs.gov>. The reports include information on subcontract awards to SB concerns: SB, VOSB, SDVOSB, HUBZone SB, SDB (including ANCs and Indian tribes that have not been certified by SBA as SDBs), and WOSB concerns.
- Ensure that large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.
- Provide the prime contract number, DUNS number, and email address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans, so they can enter this information into the eSRS when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide its prime contract number, DUNS number, and email address of the official responsible for acknowledging receipt of or rejecting the ISRs to its subcontractors with subcontracting plans.

10.11 Records

The types of records that will be maintained to demonstrate the procedures adopted to ensure compliance with the requirements and goals of the Small Business Subcontracting Plan include:

- Source lists (e.g., System for Award Management [SAM.gov] and SBA Dynamic Small Business Search reports), guides, and other data that identify SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.
- Lists of organizations contacted in an attempt to locate sources that are SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.
- Records on each purchase order/subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating:
 - Whether SB concerns were solicited, and if not, why not
 - Whether VOSB concerns were solicited, and if not, why not
 - Whether SDVOSB concerns were solicited, and if not, why not
 - Whether HUBZone SB concerns were solicited, and if not, why not
 - Whether SDB concerns were solicited, and if not, why not
 - Whether WOSB concerns were solicited, and if not, why not
 - If applicable, the reason award was not made to a SB concern

- Records of any outreach efforts to contact:
 - Trade associations
 - Business development organizations
 - Conferences and trade fairs to locate SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB sources
 - Veterans service organizations
- Records of internal guidance and encouragement provided to acquisition personnel through:
 - Workshops, seminars, training, etc.
 - Monitoring performance to evaluate compliance with the program's requirements
- On a contract-by-contract basis, records to support award data submitted, including the name, address, and business size of each supplier/subcontractor

10.12 Assurance of Good Faith Effort to Meet Small Business Commitments

UCOR commits to making a good faith effort to meet or exceed the SB subcontracting goals, as expressed in each Individual Small Business Subcontracting Plan. The good faith effort includes acquiring articles, equipment, supplies, services, or materials, or obtaining the performance of construction work from the SBs, of the same or greater scope, amount, and quality identified in each task order bid or proposal.

10.13 Assurance for Contracting Officer Involvement if Small Business Commitments Are Violated

UCOR commits to providing the CO a written explanation if the contractor fails to acquire articles, equipment, supplies, services, or materials, or to obtain the performance of construction work as described in (d)(12) of FAR 52.219-9. The written explanation will be submitted to the CO within 30 days of TO completion.

10.14 Assurance of Open Dialogue Allowance Between Subcontractor and Contracting Officer

UCOR will not prohibit a subcontractor from discussing with the CO any material matter pertaining to payment to or use of a subcontractor.

10.15 Assurance of Timely Payments to Small Business Subcontractors

UCOR will pay its SB subcontractors on time and in accordance with the terms and conditions of the underlying subcontracts associated with execution of the ORRCC. UCOR will notify the CO when making either a reduced or an untimely payment to an SB subcontractor.

Plan submitted by:

Typed/Written Name	Signature	Date
Company Name	Title	

Plan accepted by:

Typed/Written Name	Signature	Date
Company Name	Title	

Attachment J-6

Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act)

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Service Contract Act (SCA) Wage Determination 2015-4643, Rev. 14, Dated 06/18/2020

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4643 Revision No.: 14 Date Of Last Revision: 06/18/2020
Note: Under Executive Order (EO) 13658 an hourly minimum		

wage of \$10.80 for calendar year 2020 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 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Tennessee

Area: Tennessee Counties of Anderson Blount Campbell Grainger Knox Loudon
Morgan Roane Union

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.69
01012 - Accounting Clerk II		16.49
01013 - Accounting Clerk III		18.45
01020 - Administrative Assistant		25.30
01035 - Court Reporter		18.71
01041 - Customer Service Representative I		11.69
01042 - Customer Service Representative II		13.13
01043 - Customer Service Representative III		14.33
01051 - Data Entry Operator I		14.54
01052 - Data Entry Operator II		15.86
01060 - Dispatcher Motor Vehicle		17.17
01070 - Document Preparation Clerk		14.05
01090 - Duplicating Machine Operator		14.05
01111 - General Clerk I		12.23
01112 - General Clerk II		13.34
01113 - General Clerk III		14.97
01120 - Housing Referral Assistant		20.86
01141 - Messenger Courier		14.17
01191 - Order Clerk I		14.36
01192 - Order Clerk II		16.52
01261 - Personnel Assistant (Employment) I		15.94
01262 - Personnel Assistant (Employment) II		17.84
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		24.30
01290 - Rental Clerk		13.05

01300 - Scheduler Maintenance	16.72
01311 - Secretary I	16.72
01312 - Secretary II	18.71
01313 - Secretary III	20.86
01320 - Service Order Dispatcher	17.05
01410 - Supply Technician	25.30
01420 - Survey Worker	17.19
01460 - Switchboard Operator/Receptionist	13.53
01531 - Travel Clerk I	17.28
01532 - Travel Clerk II	18.39
01533 - Travel Clerk III	19.81
01611 - Word Processor I	14.90
01612 - Word Processor II	16.72
01613 - Word Processor III	18.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.72
05010 - Automotive Electrician	16.76
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.11
05130 - Motor Equipment Metal Mechanic	17.66
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	17.66
05220 - Motor Vehicle Mechanic Helper	13.23
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter Automotive	18.18
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	14.67
05400 - Transmission Repair Specialist	17.66
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	12.48
07042 - Cook II	14.10
07070 - Dishwasher	9.72
07130 - Food Service Worker	10.12
07210 - Meat Cutter	14.66
07260 - Waiter/Waitress	8.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	17.03
09090 - Furniture Refinisher Helper	13.76
09110 - Furniture Repairer Minor	15.32
09130 - Upholsterer	17.03
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.09
11060 - Elevator Operator	11.25
11090 - Gardener	16.29
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer Grounds Maintenance	12.91
11240 - Maid or Houseman	9.38
11260 - Pruner	11.71
11270 - Tractor Operator	15.27
11330 - Trail Maintenance Worker	12.91
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	17.09
12012 - Certified Occupational Therapist Assistant	29.40
12015 - Certified Physical Therapist Assistant	27.18
12020 - Dental Assistant	18.65
12025 - Dental Hygienist	37.35
12030 - EKG Technician	24.08

12035 - Electroneurodiagnostic Technologist	24.08
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	16.12
12072 - Licensed Practical Nurse II	18.04
12073 - Licensed Practical Nurse III	20.10
12100 - Medical Assistant	15.27
12130 - Medical Laboratory Technician	20.20
12160 - Medical Record Clerk	16.95
12190 - Medical Record Technician	18.97
12195 - Medical Transcriptionist	16.96
12210 - Nuclear Medicine Technologist	32.71
12221 - Nursing Assistant I	11.51
12222 - Nursing Assistant II	12.95
12223 - Nursing Assistant III	14.13
12224 - Nursing Assistant IV	15.86
12235 - Optical Dispenser	19.87
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	16.14
12305 - Radiologic Technologist	23.90
12311 - Registered Nurse I	22.90
12312 - Registered Nurse II	28.02
12313 - Registered Nurse II Specialist	28.02
12314 - Registered Nurse III	33.90
12315 - Registered Nurse III Anesthetist	33.90
12316 - Registered Nurse IV	40.63
12317 - Scheduler (Drug and Alcohol Testing)	21.16
12320 - Substance Abuse Treatment Counselor	18.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.79
13012 - Exhibits Specialist II	23.27
13013 - Exhibits Specialist III	28.46
13041 - Illustrator I	18.79
13042 - Illustrator II	23.27
13043 - Illustrator III	28.46
13047 - Librarian	25.77
13050 - Library Aide/Clerk	13.06
13054 - Library Information Technology Systems Administrator	23.27
13058 - Library Technician	16.46
13061 - Media Specialist I	16.79
13062 - Media Specialist II	18.79
13063 - Media Specialist III	20.94
13071 - Photographer I	15.35
13072 - Photographer II	17.17
13073 - Photographer III	21.27
13074 - Photographer IV	26.03
13075 - Photographer V	31.48
13090 - Technical Order Library Clerk	16.40
13110 - Video Teleconference Technician	23.52
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.79
14042 - Computer Operator II	17.67
14043 - Computer Operator III	19.69
14044 - Computer Operator IV	21.88
14045 - Computer Operator V	24.24
14071 - Computer Programmer I (see 1)	22.54
14072 - Computer Programmer II (see 1)	25.40
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	15.79
14160 - Personal Computer Support Technician	21.88

14170 - System Support Specialist	27.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.18
15020 - Aircrew Training Devices Instructor (Rated)	35.30
15030 - Air Crew Training Devices Instructor (Pilot)	42.28
15050 - Computer Based Training Specialist / Instructor	29.18
15060 - Educational Technologist	30.83
15070 - Flight Instructor (Pilot)	42.28
15080 - Graphic Artist	22.66
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.28
15086 - Maintenance Test Pilot Rotary Wing	42.28
15088 - Non-Maintenance Test/Co-Pilot	42.28
15090 - Technical Instructor	21.69
15095 - Technical Instructor/Course Developer	26.53
15110 - Test Proctor	17.51
15120 - Tutor	17.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.66
16030 - Counter Attendant	10.66
16040 - Dry Cleaner	13.53
16070 - Finisher Flatwork Machine	10.66
16090 - Presser Hand	10.66
16110 - Presser Machine Drycleaning	10.66
16130 - Presser Machine Shirts	10.66
16160 - Presser Machine Wearing Apparel Laundry	10.66
16190 - Sewing Machine Operator	14.48
16220 - Tailor	15.43
16250 - Washer Machine	11.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.01
19040 - Tool And Die Maker	23.90
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.12
21030 - Material Coordinator	24.30
21040 - Material Expediter	24.30
21050 - Material Handling Laborer	13.81
21071 - Order Filler	12.12
21080 - Production Line Worker (Food Processing)	16.12
21110 - Shipping Packer	14.99
21130 - Shipping/Receiving Clerk	14.99
21140 - Store Worker I	13.23
21150 - Stock Clerk	17.91
21210 - Tools And Parts Attendant	16.12
21410 - Warehouse Specialist	16.12
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.58
23019 - Aircraft Logs and Records Technician	22.97
23021 - Aircraft Mechanic I	27.11
23022 - Aircraft Mechanic II	28.58
23023 - Aircraft Mechanic III	30.08
23040 - Aircraft Mechanic Helper	20.30
23050 - Aircraft Painter	25.72
23060 - Aircraft Servicer	22.97
23070 - Aircraft Survival Flight Equipment Technician	25.72
23080 - Aircraft Worker	24.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.11
23110 - Appliance Mechanic	20.15
23120 - Bicycle Repairer	18.56
23125 - Cable Splicer	35.72
23130 - Carpenter Maintenance	18.62
23140 - Carpet Layer	20.98
23160 - Electrician Maintenance	24.84

23181 - Electronics Technician Maintenance I	23.79
23182 - Electronics Technician Maintenance II	25.01
23183 - Electronics Technician Maintenance III	26.36
23260 - Fabric Worker	19.69
23290 - Fire Alarm System Mechanic	23.13
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	25.61
23312 - Fuel Distribution System Operator	20.45
23370 - General Maintenance Worker	17.94
23380 - Ground Support Equipment Mechanic	27.11
23381 - Ground Support Equipment Servicer	22.97
23382 - Ground Support Equipment Worker	24.46
23391 - Gunsmith I	18.57
23392 - Gunsmith II	20.98
23393 - Gunsmith III	23.25
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.94
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.05
23430 - Heavy Equipment Mechanic	23.60
23440 - Heavy Equipment Operator	19.36
23460 - Instrument Mechanic	27.34
23465 - Laboratory/Shelter Mechanic	22.07
23470 - Laborer	13.81
23510 - Locksmith	22.07
23530 - Machinery Maintenance Mechanic	25.67
23550 - Machinist Maintenance	24.16
23580 - Maintenance Trades Helper	14.44
23591 - Metrology Technician I	27.34
23592 - Metrology Technician II	28.82
23593 - Metrology Technician III	30.34
23640 - Millwright	22.50
23710 - Office Appliance Repairer	19.50
23760 - Painter Maintenance	17.03
23790 - Pipefitter Maintenance	22.61
23810 - Plumber Maintenance	21.45
23820 - Pneudraulic Systems Mechanic	23.25
23850 - Rigger	23.24
23870 - Scale Mechanic	20.98
23890 - Sheet-Metal Worker Maintenance	21.46
23910 - Small Engine Mechanic	16.33
23931 - Telecommunications Mechanic I	26.96
23932 - Telecommunications Mechanic II	28.28
23950 - Telephone Lineman	24.21
23960 - Welder Combination Maintenance	19.69
23965 - Well Driller	23.26
23970 - Woodcraft Worker	23.25
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24550 - Case Manager	14.59
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	11.98
24610 - Chore Aide	10.96
24620 - Family Readiness And Support Services Coordinator	14.59
24630 - Homemaker	14.87
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	20.31
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.52
27007 - Baggage Inspector	13.28

27008 - Corrections Officer	16.65
27010 - Court Security Officer	19.18
27030 - Detection Dog Handler	15.32
27040 - Detention Officer	16.65
27070 - Firefighter	21.71
27101 - Guard I	13.28
27102 - Guard II	15.32
27131 - Police Officer I	20.06
27132 - Police Officer II	22.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.70
28042 - Carnival Equipment Repairer	13.54
28043 - Carnival Worker	9.73
28210 - Gate Attendant/Gate Tender	13.94
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.38
28515 - Recreation Specialist	19.32
28630 - Sports Official	12.42
28690 - Swimming Pool Operator	16.24
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.08
29020 - Hatch Tender	25.08
29030 - Line Handler	25.08
29041 - Stevedore I	23.55
29042 - Stevedore II	26.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.58
30023 - Archeological Technician III	22.87
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	22.23
30051 - Cryogenic Technician I	25.33
30052 - Cryogenic Technician II	27.98
30061 - Drafter/CAD Operator I	16.50
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	30.15
30086 - Engineering Technician VI	36.50
30090 - Environmental Technician	27.73
30095 - Evidence Control Specialist	22.87
30210 - Laboratory Technician	23.16
30221 - Latent Fingerprint Technician I	24.78
30222 - Latent Fingerprint Technician II	27.37
30240 - Mathematical Technician	23.72
30361 - Paralegal/Legal Assistant I	19.21
30362 - Paralegal/Legal Assistant II	23.79
30363 - Paralegal/Legal Assistant III	29.10
30364 - Paralegal/Legal Assistant IV	35.21
30375 - Petroleum Supply Specialist	27.98
30390 - Photo-Optics Technician	22.87
30395 - Radiation Control Technician	27.98
30461 - Technical Writer I	23.66
30462 - Technical Writer II	28.95
30463 - Technical Writer III	35.02
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67

30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.33
30502 - Weather Forecaster II	30.82
30620 - Weather Observer Combined Upper Air Or (see 2)	21.02
Surface Programs	
30621 - Weather Observer Senior (see 2)	22.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	12.06
31030 - Bus Driver	16.52
31043 - Driver Courier	15.65
31260 - Parking and Lot Attendant	10.30
31290 - Shuttle Bus Driver	16.69
31310 - Taxi Driver	11.23
31361 - Truckdriver Light	16.69
31362 - Truckdriver Medium	17.70
31363 - Truckdriver Heavy	20.40
31364 - Truckdriver Tractor-Trailer	20.40
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.00
99050 - Desk Clerk	10.96
99095 - Embalmer	25.37
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	11.14
99252 - Laboratory Animal Caretaker II	13.06
99260 - Marketing Analyst	25.90
99310 - Mortician	25.37
99410 - Pest Controller	19.60
99510 - Photofinishing Worker	14.54
99710 - Recycling Laborer	14.64
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	13.25
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	14.72
99830 - Survey Party Chief	22.65
99831 - Surveying Aide	15.00
99832 - Surveying Technician	20.59
99840 - Vending Machine Attendant	15.38
99841 - Vending Machine Repairer	18.53
99842 - Vending Machine Repairer Helper	15.38

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

SCA Wage Determination No. CBA-2019-12626, Rev. 0, Dated 07/23/2019

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2019-12626
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 07/23/2019

State: Tennessee

Area: Anderson

Employed on Energy, Department of contract for Production, maintenance and service at Y-12..

Collective Bargaining Agreement between contractor: URS/CH2M Oak Ridge (UCOR) Y-12 Plant, and
union: Atomic Trades and labor Council AFL-CIO Local , effective 05/09/2018 through 06/30/2021.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,
employees employed by the contractor(s) in performing services covered by the
Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits
set forth in the current collective bargaining agreement and modified extension
agreement(s).

SCA Wage Determination No. CBA-2019-12627, Rev. 0, Dated 07/23/2019

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2019-12627
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 07/23/2019

State: Tennessee

Area: Anderson

Employed on Field Office, Oak Ridge contract for Fire protection, inspectors, transportation, stores/receiving, production process, maintenance, cafeteria, laundry, and janitorial..

Collective Bargaining Agreement between contractor: URS/CH2M Oak Ridge (UCOR), and
union: Atomic Trades and Labor Council AFL-CIO Local , effective 05/09/2018 through 06/30/2021.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,
employees employed by the contractor(s) in performing services covered by the
Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits
set forth in the current collective bargaining agreement and modified extension
agreement(s).

SCA Wage Determination No. CBA-2019-12629, Rev. 0, Dated 07/23/2019

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION	
By direction of the Secretary		WAGE AND HOUR DIVISION	
of Labor		WASHINGTON D.C. 20210	
		Wage Determination No.: CBA-2019-12629	
Diane Koplewski	Division of		Revision No.: 0
Director	Wage Determinations		Date Of Last Revision: 07/23/2019

State: Tennessee

Area: Anderson

Employed on Energy, Department of contract for Construction and construction-like work (dismantling, demolition a decontamination for continued or future use).

Collective Bargaining Agreement between contractor: UCOR & CNS, and
union: Knoxville Building & Construction Trades Council Local , effective 10/01/2016 through 09/30/2021.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,
employees employed by the contractor(s) in performing services covered by the
Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits
set forth in the current collective bargaining agreement and modified extension
agreement(s).

**Davis Bacon Act (DBA) Wage Determination General Decision Number: TN20200141,
Dated 06/12/2020**

"General Decision Number: TN20200141 06/12/2020

Superseded General Decision Number: TN20190141

State: Tennessee

Construction Type: Heavy
 Including Water and Sewer Line Construction

Counties: Anderson, Blount and Loudon Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	06/12/2020

* ELEC0760-010 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 26.87	12.05

 ENGI0917-026 05/01/2017

	Rates	Fringes
Operating Engineers:		
Backhoe, Excavator,		
Trackhoe, Bulldozer, and		
Crane.....	\$ 28.26	10.10
Forklift.....	\$ 25.97	10.10

 LAB00818-003 05/01/2017

	Rates	Fringes
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LABORER: Common or General.....\$ 19.77 6.53

SUTN2009-140 12/02/2009

	Rates	Fringes
LABORER: Flagger.....	\$ 8.73	0.00
LABORER: Pipelayer.....	\$ 11.75	0.00
OPERATOR: Loader.....	\$ 13.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.76	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a 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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

DBA Wage Determination General Decision Number: TN20200076, Dated 06/12/2020

"General Decision Number: TN20200076 06/12/2020

Superseded General Decision Number: TN20190076

State: Tennessee

Construction Type: Building

County: Anderson County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	06/12/2020

BOIL0453-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 30.07	21.61

BRTN0005-006 05/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 28.03	2.39

CARP0050-002 05/01/2016

	Rates	Fringes
CARPENTER (Includes Scaffold Building and Excludes Drywall Hanging).....	\$ 25.33	11.41

* ELEC0760-006 06/01/2020

	Rates	Fringes
ELECTRICIAN (Including Electrical Installer (Alarms)....	\$ 26.87	12.05

 ENGI0917-016 05/01/2017

	Rates	Fringes
Power Equipment Operator		
Backhoe/Trackhoe/Excavator..	\$ 28.26	10.10
Bulldozer.....	\$ 28.26	10.10
Crane.....	\$ 28.26	10.10
Forklift.....	\$ 25.97	10.10
Grader/Blade.....	\$ 25.97	10.10

 IRON0384-005 05/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 28.02	14.97

 LAB00818-001 05/01/2017

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 19.77	6.53
GROUP 2.....	\$ 20.12	6.53

GROUP 1: Common or General, Landscaping

GROUP 2: Form Work

 PAIN0437-009 05/01/2015

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Drywall Finishing/Taper).....	\$ 26.43	10.05

 PLAS0078-001 05/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.00	.06

 * PLUM0102-004 05/01/2020

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 30.77	14.40

 * PLUM0102-009 05/01/2020

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 30.77	14.40

SHEE0005-012 05/01/2019

	Rates	Fringes
SHEET METAL WORKER (Including Metal Building Erector (Metal Siding/Wall Panel and HVAC Duct Installation (Excluding Metal Roof Installation).....	\$ 27.73	14.87

SUTN2009-075 09/21/2009

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 13.00	0.25
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 12.75	1.49
LABORER: Mason Tender - Brick...	\$ 12.82	0.00
LABORER: Roof Tearoff.....	\$ 9.75	0.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.05	0.00
OPERATOR: Mechanic.....	\$ 18.33	3.67
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 13.98	0.00
ROOFER: Built up Roof.....	\$ 12.74	0.00
ROOFER: Rubber Roof.....	\$ 16.82	4.77
ROOFER: Single Ply Roof.....	\$ 16.50	0.32
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 15.64	0.00
TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER: Dump Truck.....	\$ 12.56	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon 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 a 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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Attachment J-7

Contract Deliverables

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The following Contract deliverables summarize the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), the date and timeframe when the Contractor is required to submit the product over the life of the contract, the type of action DOE will perform, and the associated DOE response time. Additional Contract deliverables unique to each Task Order may be specified in the Task Order, as applicable.

Table J-7.1, *Deliverables List*, provides a listing of Contract deliverables. The list is not all-inclusive and does not include situational deliverables. The Contractor is obligated to meet all requirements of this Contract and resulting Task Orders.

The DOE action is defined as follows:

- **Approve** – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments or approve as submitted. If necessary, the Contractor shall revise the document to incorporate mandatory DOE comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed 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.
- **Review** – The Contractor shall provide the deliverable to DOE for review. DOE will review the information and will provide comments as necessary. If necessary, the Contractor shall revise the document to incorporate mandatory DOE comments.
- **Information** – The Contractor shall provide the deliverable for information purposes only. DOE will review the information and may provide comments. Such comments do not require resolution under the Contract.

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-001	Field Budget Call 5-Year Plan	Annually	Information (N/A)	DOE O 130.1, <i>Budget Formulation</i>
M-002	Budget Call Inputs	Annually or as required	Information (N/A)	DOE O 130.1, <i>Budget Formulation</i>
M-003	Continuity of Operations Plan or Business Recovery Plan Updates	Annually	Approve (30 days)	DOE O 150.1, <i>Continuity Programs</i>
M-004	Emergency Planning Hazard Assessments	Every 3 years or as required	Approve (45 days)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>
M-005	All-Hazards Survey	Every 3 years or as required	Approve (45 days)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>
M-006	Emergency Management Plan Updates	Reviewed Annually; updated every 3 years or as required	Approve (30 days)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>
M-007	Emergency Readiness Assurance Plan	Annually by October 15 or when changed	Approve (30 days)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>
M-008	After Action Reports (for exercises/incidents)	Within 45 days after the exercise/incident	Information (N/A)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-009	Corrective action plans for findings from Federally-directed or external assessments	Within 45 calendar days of the assessment report or After Action Report	Approve (30 days)	DOE O 151.1, <i>Comprehensive Emergency Management System</i>
M-010	Property Management System Description Updates	Before changes are implemented	Approve (30 days)	DOE O 203.1, <i>Limited Personal Use of Government Office Equipment Including Information Technology</i> ; Section H, <i>DOE-H-2027 Contractor Property Management System Administration</i>
M-011	Information Systems Authority To Operate (ATO) Package	At least 60 days prior to ATO expiration or significant change implementation	Approve (60 days)	DOE O 205.1, <i>Department of Energy Cyber Security Program</i> ; NIST 800-37
M-012	Contractor Assurance Systems Description (and Implementation Plan, if needed) Updates	As required	Approve (60 days)	DOE O 226.1, <i>Implementation of the Department of Energy Oversight Policy</i>
M-013	Fire Protection Summary Information (Electronic Submittal to DOE Fire Protection Database)	Annually by April 30 for the previous calendar year	Information (N/A)	DOE O 231.1, <i>Environment, Safety, and Health Reporting</i>
M-014	Annual Site Environmental Report	Annually by October 1 for the previous calendar year	Information (N/A)	DOE O 231.1, <i>Environment, Safety, and Health Reporting</i>
M-015	Sealed Source Transaction Report in Radiological Source Registry and Tracking (RSRT) database	As required	Information (N/A)	DOE O 231.1, <i>Environment, Safety, and Health Reporting, Attachment 5</i>
M-016	Injury and Illness Record Keeping and Reporting	Twice monthly, no later than the 15th day and last working day	Information (N/A)	DOE O 231.1, <i>Environment, Safety, and Health Reporting</i>
M-017	Excess Injuries and Illnesses Report in Computerized Accident Incident Reporting System (CAIRS)	Quarterly each April, July, October, and January	Information - N/A	DOE O 231.1, <i>Environment, Safety, and Health Reporting</i>
M-018	Reporting Subcontractor Accident Information	Quarterly, no later than the 10th of each month following the end of each quarter	Information (N/A)	DOE O 231.1, <i>Environment, Safety, and Health Reporting</i>
M-019	Vital/Essential Records Inventory and Updates	Annually	Information (N/A)	DOE O 243.1, <i>Records Management Program</i>
M-020	Participation in Voluntary Consensus Standards (Record of Non-Standard Government Activity, Form DOE F 1300.2 [05/2010])	As required	Information or Approval Dependent Upon Role of Employee	DOE O 252.1, <i>Technical Standards Program</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-021	Workplace Substance Abuse Program Updates	As required	Approve (30 days)	DOE O 350.1, <i>Contractor Human Resource Management Programs</i> ; Section I, FAR 52.223-6, <i>Drug-Free Workplace</i> ; 10 CFR 707, <i>Workplace Substance Abuse Programs at DOE Sites</i>
M-022	Results of Workplace Substance Abuse Program	Every 6 months, no later than January 30 and July 30	Information (N/A)	DOE O 350.1, <i>Contractor Human Resource Management Programs</i> ; Section I, FAR 52.223-6, <i>Drug-Free Workplace</i> ; 10 CFR 707, <i>Workplace Substance Abuse Programs at DOE Sites</i>
M-023	Workforce Restructuring Plan and/or Communications Plan	At least 60 days in advance of the first communication planned for employees and the public	Approve (60 days)	DOE O 350.3, <i>Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs</i> ; Section H, <i>Workforce Restructuring</i>
M-024	Davis-Bacon Act Enforcement Report (in iBenefits)	Every 6 months, no later than April 21 and October 21	Information (N/A)	DOE O 350.3, <i>Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs</i> ; Section H, <i>Labor Standards</i>
M-025	Nuclear Materials Allotment Forecast Reports	Annually by June 15	Information (N/A)	DOE O 410.2, <i>Management of Nuclear Materials</i>
M-026	Nuclear Materials Management Plan	Annually by May 1	Submit to Office of Nuclear Materials Integration by June 30	DOE O 410.2, <i>Management of Nuclear Materials</i>
M-027	Nuclear Material Inventory Assessment	Annually by December 1 for data as of September 30	Submit to Office of Nuclear Materials Integration by January 31	DOE O 410.2, <i>Management of Nuclear Materials</i>
M-028	Risk Management Plan Updates	As required	Review (30 days)	DOE O 413.3, <i>Program and Project Management for the Acquisition of Capital Assets</i> ; Section C.6.1.2, <i>Project Performance Reporting</i>
M-029	Quality Assurance Program Updates	Annually or as required	Approve (90 days)	DOE O 414.1, <i>Quality Assurance</i> ; Section E, FAR 52.246-11, <i>Higher-Level Contract Quality Requirements</i> ; 10 CFR 830 Subpart A, <i>Quality Assurance Requirements</i>
M-030	Documented Safety Analyses and Safety Basis Document Updates or letter stating no changes made	Annually or as required	Approve (Per Section J, Attachment J-8)	DOE O 420.1, <i>Facility Safety</i> ; 10 CFR 830, <i>Nuclear Safety Management</i> ;

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-031	Baseline Needs Assessment for Fire Protection and Emergency Preparedness Updates	As required	Approve (60 days)	DOE O 420.1, <i>Facility Safety</i>
M-032	Fire Protection Program Updates	As required	Approve (60 days)	DOE O 420.1, <i>Facility Safety</i>
M-033	Criticality Safety Program Document Updates	As required	Approve (60 days)	DOE O 420.1, <i>Facility Safety</i>
M-034	Existing Facility or Site Natural Phenomena Hazard (NPH) Review and Updates	10-year review and whenever significant changes occur in NPH data	Approve (60 days)	DOE O 420.1, <i>Facility Safety</i>
M-035	Natural Phenomena Hazard Upgrade Plans	As required	Approve (60 days)	DOE O 420.1, <i>Facility Safety</i>
M-036	Procedures to Implement DOE Order 422.1 CRD Updates	As required	Review (30 days)	DOE O 422.1, <i>Conduct of Operations</i>
M-037	Conduct of Operations Matrix for Hazard Category 2 and 3 Nuclear Facilities Updates	Every 3 years or as required	Approve (60 days)	DOE O 422.1, <i>Conduct of Operations</i>
M-038	Procedures to Implement DOE Order 425.1 CRD Updates	As required	Review (30 days)	DOE O 425.1, <i>Verification of Readiness to Start Up or Restart Nuclear Facilities</i>
M-039	Startup Notification Report	Quarterly, at least 30 days prior to start of each quarter	Approve (30 days)	DOE O 425.1, <i>Verification of Readiness to Start Up or Restart Nuclear Facilities</i> ; Section C.6.1.5, <i>Nuclear Safety</i>
M-040	Training Program Plan or Training Implementation Matrix Updates	As required	Approve (30 days)	DOE O 426.2, <i>Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities</i>
M-041	Nuclear Maintenance Management Program Updates	Every 3 years or as required	Approve (60 days)	DOE O 433.1, <i>Maintenance Management Program for DOE Nuclear Facilities</i>
M-042	Radioactive Waste Management Basis Updates	As required	Approve (60 days)	DOE M 435.1-1, <i>Radioactive Waste Management Manual</i>
M-043	Summary of Low Level Waste Disposal Operations	As required	Information (N/A)	DOE M 435.1 (Chapter IV), <i>Radioactive Waste Management Manual</i>
M-044	Data to Support DOE's Submittal of Reports and Implementation of Sustainability Goals	As requested	Information (N/A)	DOE O 436.1, <i>Departmental Sustainability</i>
M-045	Employee Concerns Program Implementing Documentation Updates	As required	Approve (60 days)	DOE O 442.1, <i>Department of Energy Employee Concerns Program</i>
M-046	Summary of Employee Concerns Program Activity	Every 6 months or as requested	Information (N/A)	DOE O 442.1, <i>Department of Energy Employee Concerns Program</i>
M-047	Annual Summary of Cleared Property	Annually	Information (N/A)	DOE O 458.1, <i>Radiation Protection of the Public and the Environment</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-048	Quality Assurance Program Description for Certified Type B or Fissile Materials Packaging Renewal	At least 60 days prior to expiration	Approve (60 days)	DOE O 460.1, <i>Hazardous Materials Packaging and Transportation Safety</i> ; 10 CFR Part 71, <i>Packaging and Transportation of Radioactive Material, Subpart H, Quality Assurance</i>
M-049	Security Plan Updates	As required	Approve (60 days)	DOE O 470.4, <i>Safeguards and Security Program</i>
M-050	Security Self-Assessment Report	As required	Information (N/A)	DOE O 470.4, <i>Safeguards and Security Program</i>
M-051	DOE F 470.1, Contract Security Classification Specification (CSCS)	As required	Approve (30 days)	DOE O 470.4, <i>Safeguards and Security Program</i>
M-052	DOE F 470.2, Facility Data and Approval Record (FDAR)	As required	Approve (30 days)	DOE O 470.4, <i>Safeguards and Security Program</i>
M-053	DOE F 5631.29, Security Termination Statement	As required	Approve (30 days)	DOE O 470.4, <i>Safeguards and Security Program</i>
M-054	Nuclear Material Control and Accountability Plan/Program Updates	As required	Approve (30 days)	DOE O 474.2, <i>Nuclear Material Control and Accountability</i>
M-055	Environmental Liability Estimate	Annually	Approve (30 days)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-056	Environment, Safety, and Health Funded and Unfunded Compliance Activities Spreadsheet and Executive Summary	Annually	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-057	Quarterly Report on Receivables Due from the Public	Quarterly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-058	Collection of Delinquent Interagency Receivables	Quarterly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-059	Nuclear Materials Classified Financial Reporting in Departmental Inventory Management System (DIMS)	Quarterly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-060	International Transactions	Quarterly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-061	Financial Reporting in Standard Accounting and Reporting System (STARS)	Monthly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-062	Letter of Credit	Monthly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>
M-063	Certificate of Deposit	Monthly	Information (N/A)	DOE O 534.1, <i>Accounting; DOE Financial Management Handbook</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-064	Comprehensive Monitoring Plan Updates	As required. Regulatory comments should be resolved and approved within 100 days from the DOE submittal date to the FFA parties.	DOE transmittal for regulatory approval (In accordance with the FFA)	Section C.5.3.2, <i>ORNL Environmental Monitoring</i> ; Section C.5.4.2, <i>Y-12 Environmental Monitoring</i> ; Section C.5.7.3, <i>ETTP Environmental Monitoring</i> ; Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended) and Federal Facility Agreement (FFA)
M-065	Remediation Effectiveness Report	Annually, in accordance with FFA to meet milestone date of March 30	DOE transmittal for regulatory approval (In accordance with the FFA)	Section C.5.4.2, <i>Y-12 Environmental Monitoring</i> ; FFA, Appendix E
M-066	Phased Construction Completion Report for the Environmental Management Waste Management Facility (EMWMF)	Annually, in accordance with FFA to meet milestone date of April 1	DOE transmittal for regulatory approval (In accordance with the FFA)	Section C.5.5.1, <i>EMWMF/EMDF Management, Waste Acceptance Criteria Attainment, and Operations</i> ; FFA, Appendix E
M-067	Project Management Cost Performance Reports for Input to Project Assessment Reporting System II (PARS II)	Monthly, no later than the last work day of the following month	Information (N/A)	Section C.6.1.1, <i>Project Support Performance Requirements</i> ; Section H, <i>DOE-H-2024 Earned Value Management System</i>
M-068	Earned Value Management System Description	At least 30 days prior to implementation	Approve (30 days)	Section C.6.1.1, <i>Project Support Performance Requirements</i> ; Section H, <i>DOE-H-2024 Earned Value Management System</i>
M-069	Monthly Performance Report	Monthly by the 12th Government work day of the following month	Information (N/A)	Section C.6.1.2, <i>Project Performance Reporting</i>
M-070	Worker Safety and Health Program Updates	Annually	Approve (60 days)	Section C.6.1.3, <i>Health and Safety</i> ; Section H, <i>DOE-H-2053 Worker Safety And Health Program in Accordance With 10 CFR 851</i> ; 10 CFR 851, <i>Worker Safety and Health Program</i>
M-071	Radiation Protection Program Updates	As required	Approve (60 days)	Section C.6.1.4, <i>Radiation Protection</i> ; 10 CFR 835, <i>Occupational Radiation Protection</i>
M-072	Toxic Chemical Release Inventory (TRI Report)	Annually by June 15	Submit to Regulators by July 1 (electronic submittal) (15 days)	Section C.6.1.10, <i>Environmental Protection</i> ; <i>Emergency Planning and Community Right-to-Know Act of 1986</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-073	Contractor Pollution Prevention Tracking and Reporting System (PPTRS) Report (reporting period ends September 30)	Annually by early December by Contractor (actual due date varies based on date established by DOE HQ in data call) Note: A target date for review of a draft report by DOE technical point of contact will be November 10.	Review Draft (15 days)	Section C.6.1.10, <i>Environmental Protection</i>
M-074	Waste Management Program Plan Updates	As required	Approve (60 days)	Section C.6.2.8, <i>Waste Management</i>
M-075	Site Treatment Plan for Mixed Wastes on the Oak Ridge Reservation/Mixed Waste Inventory Report Update (reporting period ends September 30)	Annually by October 20 Note: The deliverable will be developed by a working group consisting of DOE, TDEC, and DOE Contractors. Comments will be included in the submitted deliverable.	Submit to Regulators by October 31 (11 days)	Section C.6.2.8, <i>Waste Management</i> ; State of Tennessee Commissioner's Order
M-076	Site Treatment Plan/Mixed Waste Inventory Report Semi-Annual Progress Report (reporting periods end March 31 and September 30)	Every 6 months by April 20 and October 20 Note: The deliverable will be developed by a working group consisting of DOE, TDEC, and DOE Contractors. Comments will be included in the submitted deliverable.	Submit to Regulators by April 30 and October 30 (10 days)	Section C.6.2.8, <i>Waste Management</i> ; State of Tennessee Commissioner's Order
M-077	Site Treatment Plan Quarterly Report Tables (reporting periods end March 31, June 30, September 30, and December 30)	Quarterly by January 20, April 20, July 20, and October 20	Hold Quarterly Status Meeting with TDEC (10 days)	Section C.6.2.8, <i>Waste Management</i> ; Site Treatment Plan Enforceable Milestones

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-078	Annual Report on Inventory and Disposition of Radioactive Polychlorinated Biphenyl Wastes on the Oak Ridge Reservation	Annually by November 30 Note: The deliverable will be developed by a working group consisting of DOE and DOE Contractors. Comments will be included in the submitted deliverable. Report is not required to be submitted to regulators.	Information (N/A)	Section C.6.2.8, <i>Waste Management; The Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement (ORR-PCB-FFCA)</i>
M-079	Annual Solid Waste Management Unit/Area of Concern Update	Annually by January 31 to TDEC Note: The deliverable will be developed by a working group consisting of DOE and DOE Contractors. Comments will be included in the deliverable. The target date for review of a draft by the working group will be December 15.	Review Draft (30 days)	Section C.6.2.8, <i>Waste Management; Corrective Actions Conditions of ORR RCRA Permits</i>
M-080	Inventory of Federal Hazardous Waste Activities	Every 2 years by January 2 Contractor will provide input based on content and format of previous biennial report.	Submit to DOE HQ by January 31 (29 days)	Section C.6.2.8, <i>Waste Management; RCRA 3016, Inventory of Federal Agency Hazardous Waste Facilities</i>
M-081	Annual Report of Hazardous Waste Activities for the U.S. Department of Energy – East Tennessee Technology Park	Annually by March 1 to TDEC	Information (N/A)	Section C.6.2.8, <i>Waste Management; Tennessee Hazardous Waste Management Act</i>
M-082	Monthly Cost Report	Monthly	Information (N/A)	Section G, <i>Reporting Costs</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-083	List of Subcontractors That Are Required to Flow Down Continuation of Benefits to Grandfathered Employees	With each Task Order Proposal	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-084	Annual Contractor Salary-Wage Increase Expenditure Report	Annually, 30 days after the end of the Compensation Increase Plan Year	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-085	List of the Top 5 Highly Compensated Executives and Total Compensation	Annually by January 10, and when there is a change to total compensation	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-086	Annual Report of Compensation and Benefits in iBenefits	Annually by March 1	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-087	Major Compensation Program design changes	As required	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-088	Variable Pay Programs/Incentives	Prior to implementation	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-089	Compensation Increase Plan	As required	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-090	Top Contractor Official and Key Personnel Salary	As required	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-091	Employee Benefits Value (Ben-Val) study	Every 2 years	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-092	Employee Benefits Cost Survey Comparison	Annually	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-093	Pension and Other Benefit Programs Data Submittals into iBenefits	Quarterly	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-094	Audit Report of Pension Plan in Accordance with ERISA Section 103	Annually	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-095	Certification in Accordance with ERISA Section 104	As required	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-096	Pension Management Plan/PRB Submitted into iBenefits	Annually by January 31	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-097	Actuarial Valuation Reports	Annually after last day of Plan Year, not later than due date for filing IRS Form 5500	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-098	IRS Forms 5500 with Schedules	Upon submittal to the IRS	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-099	IRS Forms 5300	Upon submittal to the IRS	Information (N/A)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>
M-100	Proposed Changes to Pension Plans	At least 60 days prior to proposed adoption	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-101	Request to Terminate Pension Plan	At least 60 days prior to proposed termination date	Approve (60 days)	Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> ; Section I, FAR 52.215-15, <i>Pension Adjustments and Asset Reversions</i>
M-102	Actuarial Evaluation and Certification of Compliance with Internal Revenue Code and ERISA	Annually	Information (N/A)	Section H, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>
M-103	Timely Data Responses to Departmental Annual and Ad Hoc Pension and PRB Data Requests	Upon Contracting Officer request	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>
M-104	Contractor Assurance and Self-Assessment Report	Quarterly	Review (10 days)	Section H, <i>DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors</i>
M-105	Economic Bargaining Parameters	Prior to entering the collective bargaining process	Approve (60 days)	Section H, <i>DOE-H-2028 Labor Relations</i>
M-106	Report of Settlement (Labor Reports) in iBenefits	After ratification of a collective bargaining agreement during next open quarter and quarterly thereafter	Information (N/A)	Section H, <i>DOE-H-2028 Labor Relations</i>
M-107	Labor Relations Semi-Annual Report	Every 6 months by June 30 and December 31	Information (N/A)	Section H, <i>DOE-H-2028 Labor Relations</i>
M-108	Workforce Restructuring Reports in iBenefits	Annually by March 15	Information (N/A)	Section H, <i>Workforce Restructuring</i>
M-109	Diversity Impact Analysis of Involuntary Separation	As required	Approve (10 days)	Section H, <i>Workforce Restructuring</i>
M-110	Request for Labor Standards Determination	As required	Review (8 days)	Section H, <i>Labor Standards</i> ; Section J, Attachment J-10, <i>Labor Standards Board Process</i>
M-111	Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice	Upon determination of subcontract being covered by Service Contract Labor Standards	Information and submittal to Department of Labor (N/A)	Section H, <i>Labor Standards</i>
M-112	Worker's Compensation Insurance	Prior to initial implementation and upon any changes thereto	Approve (30 days)	Section H, <i>DOE-H-2003 Workers' Compensation Insurance</i>
M-113	Copy of Insurance Policies or Insurance Arrangements	Within 30 days of purchase	Information (N/A)	Section H, <i>DOE-H-2073 Risk Management and Insurance Programs</i> ; Section I, FAR 52.228-5, <i>Insurance</i>
M-114	Insurance Cost, Self-Insurance Charges, and Experience Report	Annually	Information (N/A)	Section H, <i>DOE-H-2073 Risk Management and Insurance Programs</i>
M-115	Cost Estimating System Disclosure Updates	As required	Information (N/A)	Section H, <i>DOE-H-2023 Cost Estimating System Requirements</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-116	Accounting System Description Updates	Before changes are implemented	Approve (30 days)	Section H, <i>DOE-H-2025 Accounting System Administration</i>
M-117	Contractor Purchasing System Description Updates	Before changes are implemented	Approve (30 days)	Section H, <i>DOE-H-2026 Contractor Purchasing System Administration</i>
M-118	Privacy Act List of Systems of Records	Annually or as required	Information (N/A)	Section H, <i>DOE-H-2018 Privacy Act Systems of Records</i>
M-119	Alternative Dispute Resolution Written Request	As required	Review (60 days)	Section H, <i>DOE-H-2033 Alternative Dispute Resolution</i> ; Section I, FAR 52.233-1, <i>Disputes</i>
M-120	Organizational Conflict of Interest Management Plan Updates	As required	Approve (30 days)	Section H, <i>DOE-H-2035 Organizational Conflict of Interest Management Plan</i>
M-121	Recommendations for Assignment or Transfer of DOE Prime Contracts	As required	Information (N/A)	Section H, <i>DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts</i>
M-122	Contractor Community Commitment Plan (To be included in Section J, Attachment J-9)	Annually	Approve via Contract Modification	Section H, <i>DOE-H-2045 Contractor Community Commitment</i>
M-123	Contractor Community Commitment Progress Report	Every 6 months	Information (N/A)	Section H, <i>DOE-H-2045 Contractor Community Commitment</i>
M-124	Diversity Plan Updates	As required	Approve (30 days)	Section H, <i>DOE-H-2046 Diversity Program</i>
M-125	Diversity Report	Annually	Information (N/A)	Section H, <i>DOE-H-2046 Diversity Program</i>
M-126	Request for Approval of Contractor Communications or Releases of Information to the Public, the Media, or Members of Congress	As required	Review (7 days)	Section H, <i>DOE-H-2048 Public Affairs – Contractor Releases Of Information</i>
M-127	Parent Organization Support Plan	At least 60 days prior to proposed or required parent organization support or implementation of proposed revisions	Approve (30 days)	Section H, <i>Parent Organization Support</i>
M-128	Environmental Permit Materials (where Contractor is Sole Permittee)	At least 90 days prior to submittal to regulatory agency	Review (60 days)	Section H, <i>Environmental Compliance</i>
M-129	Notification of Changes that Impact Environmental Permit Implementation (where DOE is Permittee or Contractor and DOE are Joint Permittees)	At least 90 days prior to submittal to regulatory agency	Approve (60 days)	Section H, <i>Environmental Compliance</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-130	New Permit Applications and Renewals (where DOE is Permittee or Contractor and DOE are Joint Permittees)	Draft at least 90 days prior to submittal to regulatory agency Final at least 30 days prior to submittal to regulatory agency Note: The deliverable will be developed by a working group consisting of the DOE technical point of contact and the Contractor. DOE comments will be included in the submitted deliverable.	Review Draft (30 days) Approve Final (30 days and submit to regulators)	Section H, <i>Environmental Compliance</i>
M-131	Copy of Environmental Permits, Authorizations, and Regulatory Approvals Issued to the Contractor by Regulatory Agencies	As required	Information (N/A)	Section H, <i>Environmental Compliance</i>
M-132	Copy of Mentor-Protégé Agreement	When established	Information (N/A)	Section H, <i>Mentor-Protégé Program</i> ; 48 CFR 919.70, <i>The Department of Energy Mentor-Protégé Program</i>
M-133	Semi-Annual Mentor-Protégé Progress Reports	Every 6 months	Information (N/A)	Section H, <i>Mentor-Protégé Program</i> ; 48 CFR 919.70, <i>The Department of Energy Mentor-Protégé Program</i>
M-134	Mentor and Protégé Lessons Learned Evaluation	At completion of Master IDIQ	Information (N/A)	Section H, <i>Mentor-Protégé Program</i>
M-135	Payroll and Resident Report	Annually by January 15	Information (N/A)	Section H, <i>Annual Payroll and Residency Report</i> ; DOE Oak Ridge Standardized Report
M-136	Reporting Executive Compensation and First-Tier Subcontract Awards	As required	Information (N/A)	Section I, FAR 52.204-10, <i>Reporting Executive Compensation and First-Tier Subcontract Awards</i>
M-137	Service Contract Report in the System for Award Management (SAM)	Annually by October 31 for preceding Government Fiscal Year	Review (15 days)	Section I, FAR 52.204-15, <i>Service Contract Reporting Requirements for Indefinite-Delivery Contracts</i>
M-138	Report of Performance of Work by the Contractor or a Subcontractor	As required	Review (30 days)	Section I, FAR 52.215-23, <i>Limitations on Pass-Through Charges</i>
M-139	Small Business Subcontracting Plan Updates (To be included in Section J, Attachment J-5)	Annually prior to October 1, or as required by the Contracting Officer	Approve (30 days)	Section I, FAR 52.219-9, <i>Small Business Subcontracting Plan</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-140	Individual Subcontract Report (via Electronic Subcontracting Reporting System)	Semi-annually, within 30 days after the end of each reporting period (ending March 31 and September 30) and within 30 days of contract completion	Approve (30 days)	Section I, FAR 52.219-9, <i>Small Business Subcontracting Plan</i>
M-141	Summary Subcontract Report (via Electronic Subcontracting Reporting System)	Annually by October 30 for the period ending September 30	Approve (30 days)	Section I, FAR 52.219-9, <i>Small Business Subcontracting Plan</i>
M-142	Overtime Control Plan	As required	Approve (45 days)	Section I, FAR 52.222-2, <i>Payment for Overtime Premiums</i>
M-143	Payroll Submittal and Accompanying Statement of Compliance (For Construction Tasks Only)	Weekly	Information (N/A)	Section I, FAR 52.222-8, <i>Payrolls and Basic Records</i>
M-144	Affirmative Action Plan for Females and Minorities	Within 30 days after contract award; annually thereafter	Information (N/A)	Section, I FAR 52.222-26 <i>Equal Opportunity</i>
M-145	Employer Information Report (Standard Form 100, EEO-1)	Annually	Information (N/A)	Section I, FAR 52.222-26, <i>Equal Opportunity</i>
M-146	Information Required by Executive Order 11246, as Amended	As required	Information (N/A)	Section I, FAR 52.222-26, <i>Equal Opportunity</i>
M-147	Affirmative Action Plan for Veterans & Individuals with Disabilities	Within 30 days after contract award; annually thereafter	Information (N/A)	Section I, FAR 52.222-35 <i>Equal Opportunity for Veterans</i> , Section I, FAR 52.222-36 <i>Equal Opportunity for Workers with Disabilities</i>
M-148	Filing of VETS-4212 Federal Contractor Veterans' Employment Report	Annually by September 30, and as required	Information (N/A)	Section I, FAR 52.222-37, <i>Employment Reports on Veterans</i>
M-149	Certified List of All Service Employees on Contractor's or Subcontractor's Payroll During the Last Month of Contract Performance	Not less than 10 days prior to completion of the Contract	Information (N/A)	Section I, FAR 52.222-41, <i>Service Contract Labor Standards</i>
M-150	Annual Reports on the Product Types and Dollar Value of Any USDA-Designated Biobased Products Purchased by the Contractor During the Previous Fiscal Year	Annually by October 31	Information (N/A)	Section I, FAR 52.223-2, <i>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</i>
M-151	Report of Hydrofluorocarbons or Refrigerant Blends Containing Hydrofluorocarbons Added or Removed from Equipment or Appliances (for period October 1–September 30)	Annually by November 30, and at the end of contract performance	Information (N/A)	Section I, FAR 52.223-12, <i>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-152	Notification that Costs May Exceed 75% of Funds within 60 Days	At least 60 days prior to reaching threshold	Information (N/A)	Section I, FAR 52.232-22, <i>Limitation of Funds</i>
M-153	Certification of Final Indirect Costs	As required	Approve (60 days)	Section I, FAR 52.242-4, <i>Certification of Final Indirect Costs</i>
M-154	Other Real Property Reports as required	As required	Approve (30 days)	Section I, FAR 52.245-1, <i>Government Property</i>
M-155	Performance Report for Acquisition of Environmentally Preferable and Sustainable Products and Services	Annually at the end of the Government Fiscal Year	Information (N/A)	Section I, DEAR 952.223-78, <i>Sustainable Acquisition Program</i>
M-156	Notification of Technical Direction Beyond the Scope of Work	Within 5 days of direction	Review (30 days)	Section I, DEAR 952.242-70, <i>Technical Direction</i>
M-157	Integrated Safety Management System Description Updates	As required	Approve (60 days)	Section I, DEAR 970.5223-1, <i>Integration of Environment, Safety, and Health into Work Planning</i>
M-158	Proposed Environment, Safety, Health, and Quality Performance Objectives, Measures, and Commitments	Annually for the following Fiscal Year	Approve (60 days)	Section I, DEAR 970.5223-1, <i>Integration of Environment, Safety, and Health into Work Planning</i>
M-159	Internal Audit Implementation Design, Including Overall Strategy for Internal Audit Updates	As required after Task Order authorization, extension, or exercise of option	Approve (30 days)	Section I, DEAR 970.5232-3, <i>Accounts, Records, and Inspection</i>
M-160	Annual Audit Report Summarizing Audit Activities During Previous Fiscal Year	Annually by January 31	Approve (30 days)	Section I, DEAR 970.5232-3, <i>Accounts, Records, and Inspection</i>
M-161	Annual Audit Plan for Activities to be Undertaken by Internal Audit Next Fiscal Year	Annually by June 30	Information (N/A)	Section I, DEAR 970.5232-3, <i>Accounts, Records, and Inspection</i>
M-162	Plan for Financial Management System Replacement, Enhancement, or Upgrade	Annually	Approve (60 days)	Section I, DEAR 970.5232-7, <i>Financial Management System</i>
M-163	Declaration of Conformance to Environmental Management System Requirements	Every 3 years	Information (N/A)	DOE O 436.1, <i>Departmental Sustainability</i>
M-164	Annual Government-Furnished Services and Information Projection	30 days prior to the start of the Government Fiscal Year	Information (N/A)	Section J, Attachment J-8, <i>Government-Furnished Services and Information</i>
M-165	Quarterly Government-Furnished Services and Information Update	30 days prior to the start of each Quarter	Information (N/A)	Section J, Attachment J-8, <i>Government-Furnished Services and Information</i>
M-166	Unreviewed Safety Question Process Revisions	As required	Approve (45 days)	10 CFR 830, <i>Nuclear Safety Management</i>
M-167	Summary of Unreviewed Safety Question Determinations Performed	Annually	Information (N/A)	10 CFR 830, <i>Nuclear Safety Management</i>
M-168	List of Closure Facility Hazards	Within 90 days after identifying hazard	Approve (30 days)	10 CFR 851, <i>Worker Safety and Health Program</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-169	Facility Information Management System (FIMS) Reconciliation with ORFSC	3rd Quarter of Fiscal Year per ORFSC	Information (N/A)	41 CFR 102, <i>Federal Management Regulations</i> ; <i>DOE Accounting Standards</i>
M-170	FIMS Annual Reports	In accordance with MA-50 FIMS Annual Reporting Deadlines and Validation Guidance Memo	Information (N/A)	41 CFR 102, <i>Federal Management Regulations</i> ; <i>DOE Accounting Standards</i> ; MA-50 Guidance Memo upon issuance
M-171	Federal Automotive Statistical Tool (FAST) reporting	Annually by November 1	Approve (30 days)	41 CFR 102-34.330, <i>What is the Federal Fleet Report?</i>
M-172	Physical Inventories	As required	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-173	Property Information Database System (PIDS) Report	Annually by early November	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-174	Excess Personal Property Furnished to Non-Federal Recipients	Annually by mid-November	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-175	Exchange/Sale Report	Annually by early November	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-176	Nuclear Regulatory Commission Property Held at DOE Facilities Report	Annually by early November	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-177	Precious Metals Inventory	Annually by early November	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-178	Precious Metals Forecast	Annually by mid-September	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-179	Termination Inventories	Annually by mid-September	Review (30 days)	41 CFR 109, <i>DOE Property Management Regulations</i>
M-180	Motor Vehicle Use Goals	Annually by November 1	Approve (30 days)	41 CFR 109-38.5103, <i>Motor Vehicle Utilization Standards</i> ; 41 CFR 109-38.105, <i>Agency Purchase and Lease of Motor Vehicles</i>
M-181	Other Motor Equipment Use Goals	Update facilities information as changes occur. Provide maintenance data as required by HQ (actual due October 30, required due March 1, deferred due September 30)	Approve (30 days)	41 CFR 109-38.5104, <i>Other Motor Equipment Utilization Standards</i>
M-182	Annual Other Motor Equipment Use Goal and Proposals	Annually by November	Approve (30 days)	41 CFR 109-38.5104, <i>Other Motor Equipment Utilization Standards</i>
M-183	Motor Vehicle Utilization Reviews and Proposed Goals	Annually by October	Approve (30 days)	41 CFR 109-38.5105, <i>Motor Vehicle Local Use Objectives</i>
M-184	Motor Vehicle Fleet Report (OMB A-11)	November, May, and August	Review (30 days)	OMB Directed
M-185	Motor Vehicle Appropriation Request Report	Annually	Review (30 days)	OMB Directed
M-186	Decontamination and Decommissioning Estimate	Monthly	Information (N/A)	<i>Energy Policy Act of 1992</i>

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
M-187	Energy Policy Act Section 701 Waiver Request	Annually by June 30	Review (30 days)	<i>Energy Policy Act (EPACT) of 2005</i>
M-188	Disclosure Statement Update	As needed	Approve (60 days)	Public Law 100-679 (41 U.S.C. 422), <i>Cost Accounting Standards Board</i>
M-189	Financial Plan Requests	Monthly by day 15	Information (N/A)	DOE Planning and Budget Requirement
M-190	Functional Cost	Annually	Information (N/A)	DOE HQ – Annual Data Request
M-191	Economic Analysis	Annually	Information (N/A)	DOE HQ – Annual Data Request
M-192	Site Usage Calculation	Annually	Approve (30 days)	DOE-ORFSC
M-193	Financial Accounting Standards 4 Disclosure	Annually	Information (N/A)	Financial Accounting Standards #4
M-194	Financial Disclosure of Revenue Activities	Annually	Information (N/A)	OMB Statement of Federal Financial Accounting Standards #7
M-195	Financial Accounting Standards 87 Disclosure	Annually	Information (N/A)	DOE Annual Data Request – Financial Accounting Standards #87
M-196	Financial Accounting Standards 106 Disclosure	Annually	Information (N/A)	DOE Annual Data Request – Financial Accounting Standards #106
M-197	Report of Estimated Foreign Currency Collections and Expenditures	Annually	Information (N/A)	<i>Treasury Financial Manual</i> , Vol 1, Part 2, Chapter 3200 (T/L 551-R); DOE-HQ Year End Financial Calendar
M-198	Federal Aid to State and Local Governments	Annually	Information (N/A)	DOE-HQ Year End Financial Calendar
M-199	Payments Made to International United Nations Organizations	Annually	Information (N/A)	DOE-HQ Year End Financial Calendar
M-200	Funds Management Report by Budgeting and Reporting Codes that Identifies the Amount of Funds Obligated to the Contract and the Amount of Funds Obligated to the Contractor, and Committed and Expended by the Contractor	Monthly	Information (N/A)	DOE Oak Ridge Office Planning and Budget
M-201	Employee Headcount Report	Annually	Information (N/A)	DOE-HQ (iBenefits) and Oak Ridge report
M-202	Security and Emergency Management Performance Metrics	Quarterly, within 15 days after end of each quarter	Information (N/A)	DOE Office of Environmental Management Headquarters

Table J-7.1 – Deliverables List

Number	Deliverable	Deliverable Due	DOE Action (Response)	Requirement Reference
Acronyms:				
ATO	authority to operate	FFA	Federal Facility Agreement	
CFR	Code of Federal Regulations	FIMS	Facilities Information Management System	
CRD	Contractor Requirements Document	HQ	DOE Headquarters	
DEAR	Department of Energy Acquisition Regulation	IDIQ	indefinite delivery/indefinite quantity	
DOE	US Department of Energy	IRS	Internal Revenue Service	
DOE M	DOE Manual	N/A	not applicable	
DOE O	DOE Order	NPH	natural phenomena hazard	
EMDF	Environmental Management Disposal Facility	OMB	Office of Management and Budget	
EMWMF	Environmental Management Waste Management Facility	ORFSC	Oak Ridge Financial Service Center	
		ORNL	Oak Ridge National Laboratory	
		ORR	Oak Ridge Reservation	
ETTP	East Tennessee Technology Park	PRB	post-retirement benefits other than pensions	
ERISA	Employee Retirement Income Security Act of 1974	RCRA	Resource Conservation and Recovery Act of 1976	
		TDEC	Tennessee Department of Environment and Conservation	
FAR	Federal Acquisition Regulation	USDA	United States Department of Agriculture	

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Attachment J-8

Government-Furnished Services and Information

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DOE is committed to providing effective support to the Contractor throughout the period of performance, and the Contractor may request that DOE consider providing additional government-furnished services and information (GFS/I) if needed. To manage the GFS/I to be furnished under the Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit the following information to DOE:

- Annual GFS/I Projection – 12-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each Government fiscal year
- Quarterly GFS/I Update – Quarterly updates to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I

The Government will provide the services and information listed in the table below as available. Services and information provided under an existing DOE lease, agreement, or contract may not be available during the entire period of performance of the Contract. DOE will provide the Contractor with 120 days advance notice prior to an available service being discontinued to allow the Contractor to make alternative arrangements for that service.

GFS/I	REQUIREMENT*
Approval of Deliverables (with the exception of Safety Basis Documents noted below)	DOE review and approval in accordance with Master IDIQ and/or Task Order Section J, Attachment J-7, <i>Contract Deliverables</i>
Approval of Safety Basis Documents	<ul style="list-style-type: none"> • Hazard Analysis Documents – 45 calendar days • New Documented Safety Analysis (DSA) or Technical Safety Requirements (TSR) – 90 calendar days • Annual Update of DSA – 45 calendar days (if new scope added, will be treated as a new DSA) • DSA/TSR Change Packages and Justifications for Continued Operation – 45 calendar days (if very complex, 90 calendar days)
Protective Force Services	Physical Security
Security Management Program	Personnel Security: access authorizations, badging, HSPD-12 credential center, Unclassified Foreign National Visits and Assignments program, official foreign travel, and security awareness program
Security Clearances	DOE will process all access authorization requests in accordance with processing requirements outlined in DOE Order 472.2, <i>Personnel Security</i> , and processing timelines outlined in the Intelligence Reform and Terrorism Prevention Act. Any security clearance needed during the contract period will be paid for directly by DOE.
Offsite Waste Disposal at DOE-Controlled Sites	Available when needed per the baseline schedule.
DOE Oversight of Contractor Work	DOE will provide to the Contractor its annual Integrated Assessment Schedule (Government fiscal year basis)

GFS/I	REQUIREMENT*										
Access to Government controlled databases and systems	<p>DOE will provide the Contractor access to the following databases and systems:</p> <ul style="list-style-type: none"> • Computerized Accident/Incident Reporting System (CAIRS) • Condition Assessment Information System (CAIS) • Facility Information Management System (FIMS) • Federal Automotive Statistical Tool (FAST) • Federal Fleet Management System (FedFMS) • Foreign Access Central Tracking System (FACTS) database • Nuclear Materials Management and Safeguards System (NMSS) database • Non-compliance Tracking System (NTS) database • Occurrence Reporting and Processing System (ORPS) • Project Assessment and Reporting System (PARS) II 										
Wildland Fire Management Plan	DOE provides the Wildland Fire Management Plan in accordance with and fulfilling the requirement of DOE Order 420.1, <i>Facility Safety</i> .										
Outfall 200 Mercury Treatment Facility Design Documentation	DOE will provide the Contractor with the approved design documentation for the Outfall 200 Mercury Treatment Facility.										
<p>* All time requirements for DOE approvals are contingent upon the document submitted by the Contractor for approval being complete, accurate, and adequate in content and quality.</p> <p>Acronyms:</p> <table> <tr> <td>DOE</td><td>U.S.Department of Energy</td></tr> <tr> <td>DSA</td><td>documented safety analysis</td></tr> <tr> <td>GFS/I</td><td>Government-furnished services and information</td></tr> <tr> <td>IDIQ</td><td>indefinite-delivery/indefinite-quantity</td></tr> <tr> <td>TSR</td><td>technical safety requirements</td></tr> </table>		DOE	U.S.Department of Energy	DSA	documented safety analysis	GFS/I	Government-furnished services and information	IDIQ	indefinite-delivery/indefinite-quantity	TSR	technical safety requirements
DOE	U.S.Department of Energy										
DSA	documented safety analysis										
GFS/I	Government-furnished services and information										
IDIQ	indefinite-delivery/indefinite-quantity										
TSR	technical safety requirements										

Government Furnished Property

- The full list of accountable property will be provided during Contract Transition. The Contractor is required to maintain an accurate list of government furnished property throughout the period of performance.

Attachment J-9

Contractor's Community Commitment Plan

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11.0 Community Commitment Plan L.11 (I)

United Cleanup Oak Ridge LLC (UCOR), an Amentum-led partnership with Jacobs and Honeywell, provides our team Community Commitment Plan (CCP) in accordance with RFP Section L.11(I) and Section H.32 DOE-H-2045, to demonstrate a meaningful partnership with the community. Upon award, the CCP will become part of the contract as an attachment to Section J.

Introduction

UCOR is committed to supporting and enhancing life in the Oak Ridge community and surrounding counties where we live and work. The objective of our CCP is to fulfill the company's commitment to cultivate strong partnerships in the workforce and local communities, enhance quality of life, and develop the next generation cleanup workforce, all while reflecting the diversity of the local communities. Our community programs realize our philosophy of being an active corporate partner in the communities where we conduct business, contributing to the causes important to our workforce, supporting our customer's vision, and aligning with UCOR's value of cultivating a culture of excellence and caring in the workplace and in the community.

We build on the community support initiatives established by our parent companies and the current East Tennessee Technology Park (ETTP) team, who are active in the communities surrounding the Oak Ridge Reservation (ORR). The UCOR parent companies and current ETTP team have been embedded and engaged in the community for more than 3 decades through legacy and ongoing contracts. **Figure 11-1** summarizes Amentum and Jacobs monetary giving since the ETTP contract began in 2011. Additional UCOR partner Honeywell brings extensive experience from four DOE management and operations contracts during which the company engaged in community giving, education support, workforce development, and small business outreach.

This plan is based on our understanding that, while working jointly with the DOE Oak Ridge Office of Environmental Management (OREM), a prime contractor can make a positive impact on the economic strength of the local communities, demonstrating the importance of maintaining effective stakeholder relations and the benefits of being a good corporate neighbor. We provide the elements of our meaningful partnership with the community, in alignment with community leaders' priorities for regional education, community giving, economic development and local businesses, and beneficial reuse of the historic ETTP site and natural assets, supporting reduced DOE environmental liabilities.

Geographic Focus Area

Our CCP benefits the people and organizations in the diverse multi-county region surrounding ORR, consisting of the ETTP, Oak Ridge National Laboratory (ORNL), and the Y-12 National Security

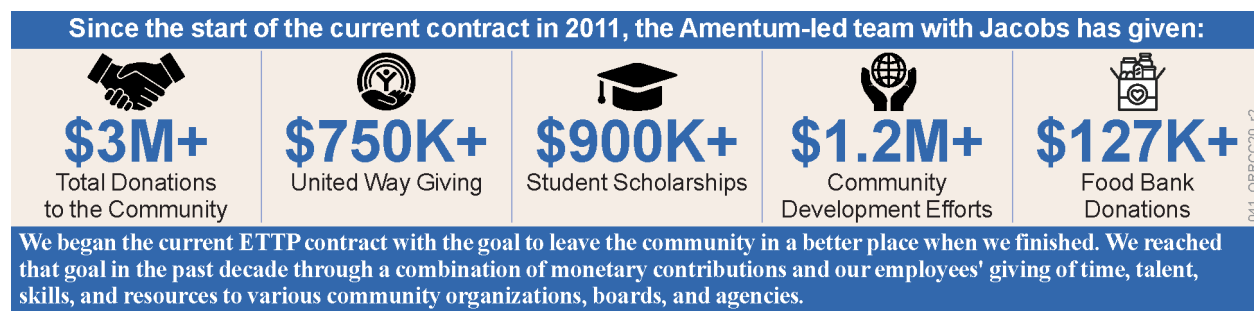
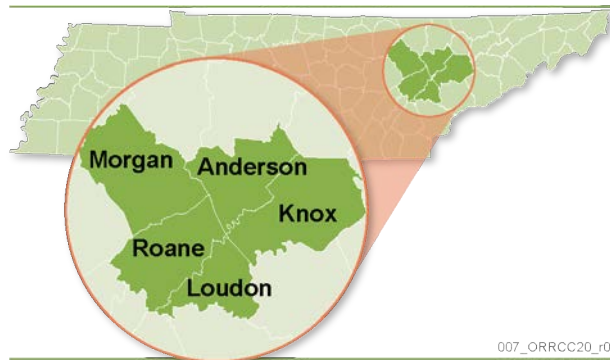


Figure 11-1. Summary of UCOR Giving. Since the current ETTP contract began in 2011, the Amentum-led team with Jacobs contributed more than \$3 million, and nearly \$600,000 is planned for FY21 alone.

Complex (Y-12). When we took responsibility of the ETTP contract in 2011, our goal was to leave the community stronger, more vibrant, and with a better quality of life. We have achieved that goal and build on the same commitment for ORRCC.

The plan is specifically designed to contribute to the growth of the five-county region—Anderson, Roane, Knox, Loudon, and Morgan—most impacted by ORRCC operations (**Figure 11-2**). Although much of the plan focuses on these counties, we are mindful that ETTP, ORNL, and Y-12 operations play an important role in other counties and municipalities, so we also consider them in our giving and personal commitments.



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Figure 11-2. UCOR Community Commitment Area Map. UCOR is committed to the communities in the five counties surrounding ORRCC operations in East Tennessee where we live and work.

Summary of Commitment

UCOR's CCP covers four primary areas:

- Regional educational outreach
- Regional purchasing program
- Community support
- Regional sustainability

Each area contains specific initiatives driven by UCOR's four community commitment core values: 1) advocating for children's needs, 2) developing and educating our workforce, 3) promoting health and wellness, and 4) conserving and preserving the land where we live and work (**Figure 11-3**). The success of our CCP will help us meet UCOR's overall goal to remain a cooperative, constructive, and engaged community partner through meaningful actions, activities, and critical outcomes.

Mission and Approach

As a DOE prime contractor and a trusted corporate citizen, UCOR recognizes its responsibility to invest in the health of the Oak Ridge area. We have support from our new teaming partner, Honeywell, and from our teaming subcontractors—RSI, Strata-G, L&A, and EAI—who also have been involved in the community for years. All four are committed to participating in and will further enhance our CCP, based on their legacy of giving back to local communities.

Our annual plan submitted to DOE will reflect the diverse interests of the region and its stakeholders and align with DOE's vision and goals, and the plan's outcomes will be reported to the customer semiannually.

We execute our CCP in TO 2 Implementation, including:

- Assigning management of the CCP to the UCOR chief of staff to manage through the communication and public affairs organization



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Figure 11-3. UCOR Community Commitment Core Values. UCOR's community commitment core values underpin our four focus areas.

- Meeting with community leaders and key stakeholders to reintroduce ourselves as the ORRCC contractor, introduce our leadership team, communicate our commitments, and heighten our understanding of emergent needs
- Communicating to the workforce about the UCOR giving core values, four primary areas of giving, and initiatives
- Developing a UCOR employee giving ambassador program to empower the workforce to lead and execute initiatives
- Partnering with community organizations and educational institutions by communicating the ORRCC mission and our desire for mutual benefit
- Committing our executive leadership for board membership consideration; proposed UCOR President and Chief Executive Officer (CEO) Ken Rueter encourages his team to actively serve in the community and will continue to lead by example regarding community support and board leadership (**Figure 11-4**)

When establishing our annual plan throughout the contract, we commit to meeting with community leaders for valuable input.

UCOR uses earned fee/profit to execute the community commitment initiatives and actions, incurring costs as unallowable and non-reimbursable under the contract. We commit a percentage of fee annually to support CCP execution. Together, the UCOR chief of staff, chief financial officer, and president and CEO propose the allocation of community commitment funds to the UCOR Board of Managers, our CCP budget governing body. To enhance our corporate citizenship, we make significant contributions through volunteering and in-kind services.

Regional Education Outreach

UCOR believes a strong educational system contributes to the health of our economy and of the families who reside in our communities, and it ensures a continual talent pipeline to support work across the ORR. Our regional education outreach program is based on two core values: 1) we advocate for children's needs, and 2) we develop and educate our workforce. In our CCP, we target educational needs from kindergarten through high school, and we look to higher education programs at colleges and universities for help in building our next generation workforce. Our resources will assist with teacher and curriculum enhancement, student support, and educational technology; promote understanding of DOE and OREM; and include employee volunteering in schools, colleges, and universities. Our

A Community Leader



Ken Rueter and current ETTP contractor employees at the contract team-sponsored Fantasy of Trees fundraiser for the East Tennessee Children's Hospital.

Proposed UCOR President and CEO Ken Rueter is hands-on in the community, giving back monetarily, leading volunteer efforts, and holding board membership roles with several community organizations:

- Legacy Parks Foundation
- City of Oak Ridge Recreation & Parks Department
- East Tennessee Economic Council
- The Center for Construction Research and Training
- National Occupational Research Agenda
- Oak Ridge Associated Universities

Under his leadership, proposed UCOR team members are actively involved in additional community organizations:

- Oak Ridge Public Schools Education Foundation
- Methodist Medical Center
- Children's Hospital Development Advisory Board
- Foothills Land Conservancy
- UT Chancellor's Ambassadors
- National Occupational Research Agenda

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Figure 11-4. UCOR Team Members Lead in the Community. Proposed UCOR and current ETTP contractor President and CEO Ken Rueter is a leader in Oak Ridge and surrounding communities and encourages his executive team to give their time and talent to community organizations.

activities foster relationships with regional educational institutions and other institutions of higher learning, and encourage students to pursue science, technology, engineering, and math (STEM) careers. We also support our workforce in pursuing opportunities for career development, and partner with local institutions to ensure availability of classes supporting ORRCC employee and mission needs.

K-12 Educational Support

Our support in this area takes many forms. As examples, we:

- Award Mini Grants to elementary school teachers for supplemental STEM curriculum (**Figure 11-5**)
- Donate funds toward technology and equipment to support in-classroom and virtual learning; in 2020, the current ETP team helped Oak Ridge Schools purchase 100 laptops to enable virtual learning during the COVID pandemic (**Figure 11-6**)
- Fund and support middle school robotics teams through technology grants and competition fees, and provide UCOR engineering staff subject matter expertise
- Support classroom STEM learning with UCOR Engineers in the Classroom program, sending UCOR engineers with age-appropriate STEM activities to classrooms for introduction to basic engineering practices (**Figure 11-7**)
- Host events for middle school students, exposing them to possibilities in STEM careers
- Sponsor regional and national high school STEM programs and competitions, including the Tennessee Science Bowl
- Award UCOR scholarships to high school seniors who plan to attend a trade school, 2-year, or 4-year college program after graduation
- Support through donations the Children's Museum of Oak Ridge, Oak Ridge Playhouse, and the American Museum of Science and



Figure 11-5. UCOR Supplements Classroom STEM Curriculum through Mini Grant Program. In May 2020, UCOR awarded \$25,000 to 23 schools to fund STEM projects, supplementing classroom STEM curriculum. UCOR has awarded nearly \$200,000 in such grants to local schools since 2012.



Figure 11-6. COVID-19 Pandemic Giving. Amentum and our current ETP team answered emergent COVID-19 pandemic community needs with an additional \$140,000 in donations.

The current Amentum-led ETP contract team gave **more than \$240,000** to the community to address emergent COVID-19 pandemic needs:

- **\$80,000 to Oak Ridge School District** to purchase laptops for students in need, supporting virtual learning through the pandemic (pictured)
- **\$160,000+ to Second Harvest Food Bank** to help fight hunger in surrounding communities—current ETP employees raised \$82,000, doubled by the contract team
- **Volunteered subject matter expertise** by hosting a cybersecurity webinar for local businesses who transitioned to virtual environments during the pandemic

Energy (AMSE), organizations that promote recreation and learning for children in STEM and the arts

College, University, and Trade School Support

We maintain strong ties with local and regional colleges and universities, historically Black colleges and universities, minority institutions, and trade schools, including:

- Pellissippi State Community College
- Roane State Community College
- University of Tennessee
- Florida International University
- Georgia Institute of Technology
- Tennessee Tech University
- Tennessee State University

These partnerships lead to greater understanding of ways in which we can support one another on mutual interests. Our higher education institutions rely on OREM contractors to first help them understand the work being performed at ETP, ORNL, and Y-12, and then to evaluate their programs and curriculum to support workforce needs (**Figure 11-8**).

Our CCP includes the following initiatives, while remaining flexible to emergent needs:

- Foster established partnerships with regional colleges, universities, and trade schools
- Award technology grants for STEM programs looking to enhance classroom curriculum
- Support curriculum review and development and assign UCOR executives to serve on advisory boards to keep local educational programs current with skill needs on Oak Ridge EM and NNSA prime contracts—for example, the ETP team gave \$25,000 to Roane State Community College in 2020 for enhancements to the environmental health and safety program to build skills for ETP employment as radiological control technicians and other careers
- Fund new STEM and technology programs
- Recruit students for the UCOR Summer Internship Program

Workforce Development

UCOR supports initiatives to develop the current and the next generation workforce, and organizations that help develop leaders in the community. Opportunities include support to



Figure 11-7. UCOR Engineers in the Classroom. UCOR engineers help teach STEM in regional classrooms to help excite students about careers in STEM.

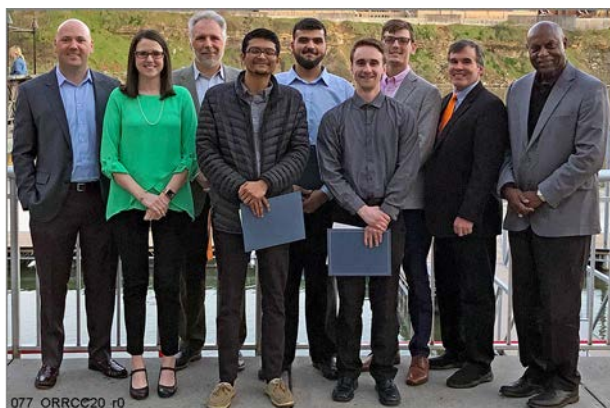


Figure 11-8. ETP Team and University of Tennessee (UT) Partner on New Engineering Program. Ken Rueter (back row, second from left) and other members of the current ETP team join UT Engineering Department Head Wes Hines (second from right) to present scholarships to four students pursuing UT's Nuclear Decommissioning and Environmental Management (ND&EM) minor, the country's first and only ND&EM minor, developed through partnership between the ETP team and UT. More than 37 students have enrolled and 13 students have graduated in the minor since its inception, and many have been hired by the ETP team.

organization membership, sponsorship, donations, and UCOR representation at events. We conduct the following initiatives:

- Establish a Workforce Development Plan to maintain a highly skilled workforce for cleanup activities, and build bridges for development and placement of DOE's future workforce; initiatives focus on aggressive steps to develop a qualified, diverse pipeline of talent
- Cultivate partnerships with trade unions; sponsor and participate in events hosted by our labor unions, including Atomic Trades and Labor Council, Knoxville Building and Construction Trades Council (KBCTC), North America's Building Trades Unions (NABTU), and Metal Trades Department; stand up apprenticeship programs to support trade unions and strengthen the ORRCC mission
- Charter the East Tennessee Apprentice Readiness Program in partnership with KBCTC and NABTU that has resulted in employment for 73 individuals from disadvantaged and underserved communities in the region
- Support organizations promoting education and leadership for youth and young adults beginning their careers, such as Youth Leadership Oak Ridge comprising high school juniors and seniors and focused on teaching valuable lessons and traits from leaders in business, government, and the community
- Sponsor STEM-related programs for minority or underrepresented groups, including Women in Nuclear and Tradeswomen Build Nations, who host events to benefit women in engineering and trade positions
- Establish UCOR Employee Youth Wellness & Education Fund to support activities such as marathons, walks, and other events that promote community and employee health and wellness
- Donate to and provide board leadership in organizations that support community educational programs, such as AMSE ([Figure 11-9](#)); UCOR values AMSE's effort to provide educational programs focused on DOE's past, present, and future missions
- Support Oak Ridge High School Work-Based Learning Program to help prepare students for careers
- Encourage UCOR employees to improve skills and participate in leadership training programs



Figure 11-9. UCOR Partners with Community Organizations of Mutual Interests. UCOR donated the AMSE flagpole installation and sponsored a series of STEM education sessions for middle school students and their families.

Regional Purchasing Program

As a prime contractor and a leading driver of the area's economy, UCOR is important to the welfare of the small business (SB) community. UCOR leverages its relationships with the regional and national SB community and with the community development organizations that support the health of our local economy. We commit to enhance our knowledge of regional vendors and to use our experience to

streamline procurement processes for subcontractors pursuing work with UCOR. We partner with area businesses through local chambers of commerce, small business development centers, and economic development organizations to make businesses aware of subcontracting opportunities, communicate IDIQ task order contract updates, and provide education on procurement processes.

Our regional purchasing program provides enhanced support to the SB community and to partnerships with regional business alliances. For example, we:

- Host SB supplier outreach events, forums, and workshops to meet new SBs, train local and regional SBs on UCOR procurement opportunities, and prequalify SBs (**Figure 11-10**)
- Conduct training and mentoring programs to help regional vendors compete effectively for subcontracts and purchasing orders; includes assistance with business systems to help regional vendors comply with DOE requirements
- Commit membership and board of director support to local chambers of commerce, trade councils, and economic development organizations as part of maintaining strong relationships with area businesses:
 - East Tennessee Economic Council
 - Energy Technology and Environmental Business Association (ETEBA)
 - Oak Ridge Chamber of Commerce
 - Roane County Alliance
- Attend and support local and national business opportunity workshops, trade fairs, and minority business seminars, including:
 - DOE small business conferences
 - ETEBA national conference
 - East Tennessee Business Growth Conference
 - U.S. Women’s Chamber of Commerce Federal Contracting Summit and Matchmaking
 - National 8(a) Association Annual Conference and Matchmaking
 - DOE service-disabled veteran-owned federal contracting event
 - TN Procurement Opportunities Conference
 - Tradeswomen Build Nations Conference (NABTU Tradeswomen’s Committee)
 - Helmets to Hardhats events
- Host annual UCOR SB awards program to recognize SBs for their support of the ORRCC mission and for their responsiveness and customer service, and to promote strong partnerships with subcontractors



Figure 11-10. Amentum Hosts SB Supplier Outreach Event. Proposed UCOR Site Integration and Cleanup Manager Dan Macias speaks to small business owners at the Amentum Small Business Forum in December 2018, educating attendees on the current ETPP contract mission, presenting meaningful work and supply needs, and explaining the prequalification process for future contract work.

- Sponsor forums providing SBs access to diversity and inclusion experts—The current ETTP team hosted a successful diversity forum in conjunction with Pellissippi State Community College in 2019.
- Leverage Honeywell-managed Supply Chain Management Center (SCMC) to support SBs by using its sourcing tool to help SBs with proposal submittal and status tracking and by offering SB Program Resource Center expertise to SB managers—Since SCMC inception, DOE has realized more than \$1 billion in cost savings, which is attributed to Honeywell expertise in regional purchasing and strong understanding of the sites and communities. The current ETTP team also realized SCMC validated strategic savings of \$7.6 million in 2020.

Community Support

Continuing our parent companies' longstanding tradition, UCOR will donate resources, time, and hands-on support to communities in East Tennessee. Our current ETTP workforce has a strong sense of community, recognizes local needs, and provides assistance where it is needed most. We participate in charitable activities and lead employee fundraising efforts year-round by providing capital and volunteer labor.

Charitable Giving

UCOR commits financial and employee support to many nonprofit organizations in the Oak Ridge area. We support United Way as a means to distribute funds to diverse organizations. Nonprofits we support include:

- East Tennessee Children's Hospital
- Second Harvest Food Bank
- St. Jude Children's Research Hospital Foundation
- Methodist Medical Center of Oak Ridge
- Safety Fest TN
- Secret City Half Marathon and 5K
- Employee Youth Wellness and Education Fund
- NAACP
- Alpha Kappa Alpha Sorority

We also respond to emergent and unexpected community needs, including those associated with the COVID-19 pandemic ([Figure 11-6](#)) and natural disasters, such as the Nashville tornado in March 2020.

Volunteerism and In-Kind Services

In addition to corporate monetary giving, UCOR leadership and employees seek opportunities to give their time and talents through volunteerism and in-kind services to East Tennessee communities. Our in-kind efforts include management and mentoring services to charity organizations, universities, and public offices that could benefit from our professional expertise. Other efforts may include participating on panels, boards, and other special committees. For example, participation in United Way Days of Caring projects helps bring together community members to lead donation drives and perform projects for public and private properties who lack the resources to do the work themselves.

Leadership and Employee Involvement

The members of UCOR's leadership team have a long track record of supporting community organizations, promoting STEM programs, and giving back in other specific ways. They commit time and expertise to local community and civic organizations (**Figure 11-11**).

Additionally, we encourage employees to volunteer and participate in charitable events and have established a UCOR ambassador program composed of employees who lead fundraising and volunteer initiatives. Ambassador employees who lead or participate on teams to execute UCOR community commitment initiatives gain the opportunity to exercise their leadership skills, develop a strong UCOR team mindset, grow their passion for giving, and become exposed to needs in the community.

Regional Sustainability

UCOR is committed to safely clean, protect, and preserve the ORR site and associated natural assets, and to reduce DOE's environmental liabilities. We support philanthropic giving to efforts achieving OREM's reindustrialization desired outcomes of successful and compliant transfer of DOE Oak Ridge excess property. We support three categories of beneficial reuse:

1. Commercial and public development
2. Conservation
3. Historic preservation

We commit monetary support, subject matter expertise, and leadership to community organizations whose missions focus on regional conservation and preservation. We are:

- Initiating next steps of the Natural Asset Plan, led by the ETP team in partnership with regional stakeholders and Legacy Parks Foundation, through activities that apply to DOE-owned areas (**Figure 11-12**); examples include trail design and construction, new signage, and promotion of new assets through awareness campaigns



Figure 11-11. UCOR Leadership Is Passionate about Community Support. Ken Rueter and employees support the Butterflies for Hope charity race to raise funds for the fight against lupus.

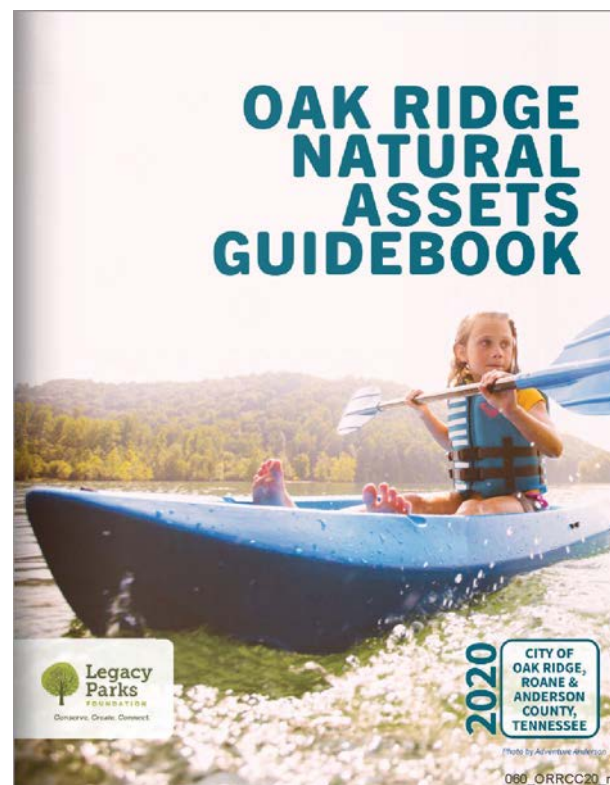


Figure 11-12. UCOR Continues Support to Legacy Parks Foundation. The current ETP team gives grants and subject matter expertise to Legacy Parks Foundation in development of the Oak Ridge Natural Asset Guidebook, a working document that serves as a philosophical and practical set of guidelines for how to maximize the area's natural assets so that they provide a sustainable foundation to engage residents, promote wellness, attract tourism, and increase economic development.

- Establishing a Zero Waste campaign and a corporate responsibility to support climate change efforts by minimizing unnecessary waste, including making aggressive company recycling commitments, providing UCOR subject matter experts who use Lean principles to eliminate harmful waste from our work, offering in-kind services to community events to help achieve zero waste, and providing training on zero waste efforts to community organizations
- Progressing the land reuse transition from DOE to the public through donations to Legacy Parks Foundation, Foothills Land Conservancy, and community organizations such as Clinch Valley Trail Alliance
- Providing donations, volunteering time, and committing UCOR membership and leaders for board appointment to:
 - Community Reuse Organization of East Tennessee
 - City of Oak Ridge Recreation & Parks Advisory Board
 - Foothills Land Conservancy
 - Legacy Parks Foundation
 - Clinch Valley Trail Alliance (Figure 11-13)
 - Roane Alliance
- Continuing support to City of Oak Ridge for the airport project; the ETPP team gave \$100,000 in FY20 toward the Appalachian Regional Commission grant in support of the airport
- Supporting current Roane County projects through charitable initiatives and providing subject matter expertise; potential projects include greenway connectivity, comprehensive park and trails plans, and multi-modal trail development that include improvements to waterfront parks, river access, shoreline improvements, natural resource conservation measures, and equipment rental programs
- Sponsoring charitable paddle events, triathlons, and other activities that engage the river, promote community involvement, and attract tourism to the area
- Facilitate RiverLine Partnership with Roane County, OREM, and Tennessee Wildlife Resources Agency, cultivating collaboration among river communities



***Figure 11-13. UCOR Leadership Is Passionate about Community Support.** Ken Rueter speaks at the Dirtlab Mountain Bike Park ribbon cutting ceremony in Oak Ridge, where we partnered with the Clinch Valley Trail Alliance to support development of the bike park.*

Attachment J-10

Labor Standards Board Process (Reference Section H Clause entitled, *Labor Standards*)

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Labor Standards Board Process

Prior to the start of proposed work activities valued at \$2,000 or more, the Contractor shall request a labor standards determination from the Contracting Officer (CO) through the U.S. Department of Energy (DOE) Oak Ridge Reservation Labor Standards Committee (ORRLSC) for specific work activities. This will entail submitting packages that describe the specific activities to be performed for particular work, as well as other information necessary for DOE to determine the appropriate labor standard(s) for the work or aspects of the work.

The ORRLSC will issue the determination of the appropriate labor standards applicable to specific work activities in accordance with the Construction Wage Rate Requirements statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards statute (formerly known as the Service Contract Act of 1965), or other applicable Federal labor standards laws. Once a determination is provided to the Contractor, the Contractor shall comply with the determination and ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated in any applicable subcontracts.

Submission of the packages shall comply with the following:

- (1) The ORRLSC holds weekly meetings on Thursdays. For a package to be reviewed during a given meeting, it shall be submitted to the ORRLSC by Wednesday at 1:00 pm. Otherwise, the package will be processed at the next meeting.
- (2) The Contractor shall provide an electronic copy to each of the ORRLSC members identified by the CO.
- (3) Each package shall include a description of the specific activities to be performed for particular work, as well as other information necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work.

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Attachment J-11

IDIQ Labor Rate Schedule

The rates included in Section J, Attachment J-11 are binding on the Contractor for the purposes of Task Order pricing.

The purpose of this Labor Rate Schedule is to establish the labor rates to provide a basis for pricing post award Task Orders, including any Task Order changes. The labor rates will be used for Task Order pricing but will not be used for billing purposes. For cost reimbursement Task Orders, the actual costs incurred in performance of the work will be used for billing purposes in accordance with the cost reimbursement terms of the IDIQ Contract and Task Orders. The labor rates will be in effect for the first year of the IDIQ Contract. The same labor rates will apply for the second year of the IDIQ Contract, including an escalation rate of TBD% to be negotiated post award. An adjustment to any of the labor rates may become necessary after the second year, or sooner if determined by the Contracting Officer. Any changes to the labor rates included in this Attachment will be made via Contract modification.

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**Oak Ridge Reservation Cleanup Contract
Solicitation No. . 89303319REM000047**

Fully Burdened Labor Rates (without fee)

Year One (January 1, 2022 through December 31, 2022)

Note: The rates included in Section J, Attachment J-11 are binding on the Contractor for the purposes of Task Order pricing.

Work Discipline	Prime Contractor Fully Burdened Hourly Rate
Accountant III	\$ 59.42
Administrative Assistant I/II	\$ 32.19
Associate Paralegal III/Admin Ast IV/Exec Ast	\$ 44.04
Assistant Superintendent I	\$ 65.95
Assistant Superintendent II	\$ 74.00
Carpenter/Insulator/I&C Technician/Pipefitter	\$ 62.08
Carpenter Apprentice 1st/3rd	\$ 28.48
Carpenter Foreman	\$ 45.15
Carpenter Journeyman/ Janitor	\$ 40.66
Chemical Operator B (Apprentice)	\$ 43.04
Chemical Process Operator/Operator A	\$ 61.81
Crane & Heavy Equipment Driver/Truck Driver	\$ 51.34
Dosimetry Tech XA	\$ 37.44
Electrician Journeyman Wireman/Foreman	\$ 46.90
Electrician/Garage Mechanic	\$ 62.08
Electrician Apprentice 1st	\$ 19.75
Electrician Apprentice 2nd/3rd	\$ 22.99
Electrician Apprentice 4th-6th/Intern Tech II	\$ 29.93
Engineer I	\$ 54.78
Engineer II/III - Scientist I	\$ 65.73
Environmental Engineer II/Scientist II	\$ 84.61
Engineer Manager/Engineer V	\$ 95.12
Environmental Spec II/III/IV- Env Sci/Eng I	\$ 69.05
Facility Manager	\$ 80.44
Facilities Support Specialist II/III	\$ 54.95
Field Rad Engineer I - Scientist II	\$ 78.15
General Superintendent I/ Insurance Administrator	\$ 100.27
Gov't Property Control Admin I/EMCP Specialist II	\$ 67.21
Grounds Equipment Operator	\$ 47.33
HP REP/IH REP	\$ 66.73
Human Resources Admin I/II	\$ 73.26
Human Resources Manager II	\$ 107.72
Human Resources Rep II	\$ 52.34
Industrial Hygienist Program Manager I	\$ 113.18
Industrial Hygienist Supervisor II	\$ 93.34
Industrial Hygienist II/ III	\$ 60.93
Ironworker General Foreman	\$ 44.86
Ironworker Journeyman	\$ 40.32
Information Technology Manager I	\$ 112.20
Information Technology Specialist I/II	\$ 39.27

Information Technology Specialist III/V	\$	80.68
Information Technology Team Lead I	\$	81.06
Junior Rad Tech XA	\$	47.22
Junior IH Technician	\$	44.46
Labor Relations Rep I	\$	70.47
Laborer	\$	43.52
Laborer Apprentice 1st/2nd/3rd/4th	\$	28.29
Laborer General Foreman/Journeyman	\$	33.77
Lead Rad Tech XA	\$	60.55
Materials Clerk	\$	49.92
Mobile Crane Operator/Millwright/Painter	\$	62.04
Mobile Equipment Serviceperson	\$	49.50
NMC&A Spec II	\$	60.24
Office Assistant I	\$	18.51
Office Management Support Specialist	\$	70.05
Operations Manager	\$	103.48
OPERATIONS SUPPORT SPECIALIST I	\$	41.59
OPERATIONS SUPPORT SPECIALIST II	\$	49.64
OPERATIONS SUPPORT SPECIALIST III	\$	56.00
OPERATIONS SUPPORT SPECIALIST IV/V	\$	67.89
Operator Apprentice I/II	\$	25.96
Operator GF/FM GR AA	\$	55.07
Operator FM Gr AA	\$	45.41
Operator JM Gr A	\$	49.44
Operator JM Gr AA	\$	62.08
Physical Security Lead - Specialist I/II	\$	71.92
Pipefitter Apprentice 1st	\$	22.94
Pipefitter Apprentice 3rd/4th/5th	\$	35.54
Pipefitter Foreman - Journeyman	\$	48.84
Power Equipment Operator/Welder	\$	62.08
Prime Contracts Manager II	\$	99.98
Contracts Specialist II	\$	51.92
Principle Auditor/Emergency Management Supervisor	\$	85.80
Principle Environmental Scientist/Engineer II	\$	123.46
PROC PROF I	\$	82.31
Project Administrator III	\$	68.01
Project Controls Manager I	\$	114.39
Project Controls Engineer II	\$	42.28
Project Engineer II	\$	92.94
Project Engineer III	\$	132.73
Project ES&H Manager II	\$	100.24
Project ES&H Manager III	\$	112.87
Project Nurse I	\$	72.89
Project Operations Specialist III	\$	103.77
Project QA Manager 1	\$	81.37
Project Manager	\$	116.48
Purchasing Manager I	\$	50.83
Purchasing Specialist II	\$	54.98
Purchasing Specialist III	\$	67.34
QA Engineer II	\$	55.69
QA Manager I	\$	83.19

QA Supervisor III	\$	99.04
Rad Protection Supervisor	\$	79.17
Records Specialist I/II	\$	31.55
Records Specialist III/IV	\$	44.71
Records Supervisor I	\$	67.58
Refrigeration Mechanic/ Rigger & Iron Worker	\$	62.08
Safety Specialist I/II	\$	55.19
Safety Specialist III/IV	\$	74.30
Small Business Program Manager	\$	82.38
Special Lead Rad Tech XA	\$	65.16
Senior Accountant I/II	\$	63.77
Senior Accountant III/Senior Auditor	\$	80.34
Senior Communications Specialist III	\$	94.18
Senior Construction Engineer II	\$	78.83
Senior Control Center Specialist I	\$	67.17
Senior Control Center Specialist II	\$	77.50
Senior EMCP Specialist I	\$	100.58
Senior Engineer I	\$	69.59
Senior Engineer II	\$	85.88
Senior Engineer III	\$	106.52
Senior Emergency Management Specialist I	\$	70.70
Senior Engineering Specialist	\$	93.10
Senior Engineering Specialist II	\$	107.64
Senior Environmental Scientist III	\$	89.01
Senior Facility Manager III	\$	103.99
Senior Facility Manager I	\$	76.33
Senior Facility Manager II	\$	94.12
Senior Health Physicist II/III	\$	91.40
Senior IH Technician I	\$	41.82
Senior IH Technician II/III	\$	60.06
Senior Human Resource Specialist	\$	87.13
Senior Industrial Hygienist I/II	\$	73.20
Senior Industrial Hygienist III	\$	100.86
Senior NMC&A Specialist I	\$	95.15
Senior Operations Support Specialist I	\$	78.80
Senior Operations Support Spec II	\$	103.48
Senior Procurement Applications Specialist	\$	68.72
Senior Project Controls Engineer II	\$	79.14
Senior Project Controls Engineer III	\$	95.95
Senior Purchasing Specialist I/II	\$	84.07
Senior QA Engineer II	\$	81.65
Senior RAD Technician XA	\$	57.69
Senior Safety Specialist I	\$	76.14
Senior Safety Specialist II	\$	104.05
Senior Scientist	\$	100.98
Teamster Truck Driver	\$	37.58
Survey Technician XA	\$	35.23
Supervisory Cost Engineer I	\$	91.42
Supt I	\$	84.32
Technical Writer	\$	49.24
Technician I/II/III	\$	52.07

Helpdesk Specialist II	\$	48.75
Helpdesk Specialist III	\$	33.14
Senior Helpdesk Specialist	\$	56.77
Waste Packaging Specialist II/III	\$	47.32
Waste Packaging Specialist IV	\$	65.50
Waste Coordinator III	\$	62.47
Waste Coordinator IV	\$	78.68
Work Planner I	\$	34.34
Work Planner II/ Lead	\$	45.06
Senior Work Planner I	\$	65.78
Senior Work Planner II	\$	84.78
Technologist I	\$	41.82
Technologist II	\$	63.29
Technologist III	\$	102.48

Attachment J-12

Difficult to Dispose Of Waste

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Difficult to Dispose of Waste (As of April 2020)

The waste streams listed below are currently in storage at U.S. Department of Energy (DOE) Office of Environmental Management facilities and areas under the Contractor's responsibility (See Section C, Attachment C-2). These wastes have either no current disposition paths or the known disposition paths are cost-prohibitive and/or difficult to implement. The Contractor shall work with DOE to develop innovative and cost-effective approaches to disposition of these wastes. As such approaches are identified, treatment and disposition for individual waste streams may be incorporated in Task Orders.

Location	Container ID	Container Type	Waste Description
ORNL 7822K	K25C0602185	BoxB25M	Cask #1 from the K770 scrap yard in Area 3. This item is to be stored at ORNL 7822K Building until further disposition. Process knowledge information has been gathered from TSDA-ET-K770-0001 (Rev 0). Note: This waste stream is currently being monitored while stored on the 7822K pad, and is in TWPC's scope for processing.
ORNL 7822K	K25C0602186	BoxB25M	Cask # 2 from the K770 scrap yard in Area 24. This item is to be stored at ORNL 7822K Building until further disposition. Process knowledge information has been gathered from TSDA-ET-K770-0001 (Rev 0). Note: This waste stream is currently being monitored while stored on the 7822K pad, and is in TWPC's scope for processing.
ORNL 7822K	K25C0602187	BoxB25M	Cask #3 from the K770 scrap yard in Area 28. This item is to be stored at ORNL 7822K Building until further disposition. Process knowledge information has been gathered from TSDA-ET-K770-0001 (REV 0). Note: This waste stream is currently being monitored while stored on the 7822K pad, and is in TWPC's scope for processing.
ORNL 7822K	X10C0010147	Leadcar	Dewatered primary cation and anion resin inside polyethylene high integrity container. HIC model PL10-160 FMT S/N L502342-2 contained in CNS 10-160B Cask.
ORNL 7822K	X10C0010204	Leadcar	98 cf of dewatered primary cation and anion resin inside polyethylene high integrity container. HIC model 10-160 S/N N499372-5 inside DOT 7B shipping cask.

Location	Container ID	Container Type	Waste Description
ORNL 7822K	X10C0010384	BoxM	Paper, plastic, PPE, cloth, incidental metal. New 55 gal. drums inside B-25 box are used for containment of high rad bags of waste. Wood braces are used to secure drum position inside box. Pictures of box loading attached to log sheet.
ORNL 7822K	X10C0402650	Leadcar	Dewatered primary cation and anion resin inside polyethylene high integrity container. HIC model PL8-120FMT S/N L-503877-15 contained in 8-120B cask, Type B, USA/9168/B(U), cask empty wt. 49,300 lbs.
ORNL 7822K	X10C0505625	CaskC	Pool resin in HIC (10-160)
ORNL 7822K	X10C0702200	CaskC	Ion exchange resin (cation 35 cf and anion 63 cf).
ORNL 7822K	X10C9310170	VaultC	Hot cell waste from facility D&D, cell tools, cloth, all put into metal cans and put inside concrete~hot cell waste from facility D&D. Cell tools, cloth wipes, glass, plastic, etc. All put into IFDP concrete vault. Vault wt. 2800 lbs.
ORNL 7822K	X10C9500109	VaultC96	Contaminated equipment
ORNL 7822K	X10C9501078	VaultC96	Soil, absorbent, plastic pipe in corner
ORNL 7822K	X10C9600857	VaultC96	Metal can. noncompactible waste from facility D&D~noncompactible waste from facility D&D. Metal tools and rubble~ (Note: this item shielded with 200 lbs. lead.~Noncompactible waste from facility D&D. PPE, paper, plasti~spoung jet media, and HEPA filter in metal drum~concrete rubble in metal drum~Concrete rubble and metal pipe in a plastic bag~concrete rubble in a plastic bag ~paper, cloth wipes, and concrete rubble in metal can
ORNL 7822K	X10C9601193	VaultC96	Scrap metal, plastic, blotter paper from hot cells inside 14" drum ~remote handle scrap metal, plastic, blotter paper from hot cells in 55 gal. drum
ORNL 7822K	X10C9601263	VaultC	Hot cell waste from facility D&D consisting of cloth wipes, plastic & metal tools put into 1-gal cans. Waste cans put into IFDP concrete vault 280
ORNL 7822K	X10C9601285	BoxM	D&D drum contains waste~core sample
ORNL 7822K	X10C9601297	BoxM	Core sample~D&D drum contains waste
ORNL 7822K	X10C9700295	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 153.04 CI Cs-137; max. dose rate reading: 390 R; 15 gal. of vermiculite added.

Location	Container ID	Container Type	Waste Description
ORNL 7822K	X10C9700317	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 222.7 CI Cs-137; max. dose rate reading: 450 R. 15 gal. of vermiculite added~UNID = RA-22~radium & daughter
ORNL 7822K	X10C9700318	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 112.42 CI Cs-137; max. dose rate: 390 R. 15 gal. of vermiculite added.
ORNL 7822K	X10C9700386	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 251.55 CI Cs-137; max. dose rate: >1000 R.; 12 gal. of vermiculite added.
ORNL 7822K	X10C9700387	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 266.60 CI Cs-137; max. dose rate: 620 R.; 12 gal. of vermiculite added.
ORNL 7822K	X10C9700388	VaultC96	Ten gal. of radioactive ion exchange resin (CST resin ionsieve IE-911); 112.00 CI Cs-137; max. dose rate: 460 R.; 12 gal. of vermiculite added.
ORNL 7822K	X10C9700466	VaultC96	Miscellaneous metal, paper, plastic, cloth, etc. waste from hot cells loaded into a 55-gal drum See attached for details - miscellaneous waste from hot cells loaded into 55-gal drum. see attached for details~miscellaneous metal, paper, glass from hot cells loaded into a 55-gal drum~miscellaneous waste from hot cells loaded into a 55-gal drum
ORNL 7822K	X10C9700565	LinerCS	Resin approx. 3600 lbs. microshield calculated unshielded dose rate at contact is 1.257E+6 mrem/hr.
ORNL 7822K	X10C9702545	VaultC96	Remote handle scrap, paper, plastic, metal from hot cells loaded into 55 gal. drum~metal box inside plastic bag inside B25 box~in cell pre-filters inside plastic bag inside B25 box~metal milling machine inside plastic bag inside B25 box
ORNL 7822K	X10C9800351	VaultC96	Remote handle waste from hot cells
ORNL 7822K	X10C9800352	VaultC	Concrete vault containing approximately 2,500 irradiated metallic specimens in 16 metal cans. The 16 cans are inside sleeves grouted in place. Solid steel shield plugs, for the purpose of shielding, are placed at the top of each sleeve.
ORNL 7822K	X10C9800357	VaultC96	Metal cans and plastic, paper in 30 gal metal drum~research specimens from 3026D in carrier (SP-5907)
ORNL 7822K	X10C9800379	VaultC96	Paper, plastic, PPE
ORNL 7822K	X10C9800380	VaultC96	Co-60 sources encapsulated in aluminum run #3 - 60 source~Co-60 sources encapsulated in aluminum run #1 - 41 source

Location	Container ID	Container Type	Waste Description
ORNL 7822K	X10C9800399	VaultC96	Glass, metal, and plastic inside drum containing sand as shielding~small metal inside drum containing sand as shielding~metal & rags inside drum containing sand as shielding
ORNL 7822K	X10C9802390	VaultC96	Small metal inside drum containing gravel as shielding~plastic, glass, metal drum containing gravel as shielding
ORNL 7822K	X10C9802410	VaultC	Summary WID created for vault. Summary WID for container X10C9601977 completed by BJC LLC. Dewatered primary resin in concrete lined B-25 box located within an IWMF vault (No. 98A1195).
ORNL 7822K	X10C9802777	VaultC96	PPE, cloth rags, metal, HEPA filters, plastic
ORNL 7822K	X10C9802871	VaultC96	3 sealed sources for disposal from Y-12 Plant funded by BJC LLC. Co-60-0234 (9.21 CI), Co-60-0225 (3.04 CI), Co-60 (9.5 CI). Placed into 1 well of the "12 Co-60 sources, .5" X 12" from 3025 gamma room facility, source #Co-60-3227; all contained in an inner CA~8 of 12 Co-60 sources (Co-60-3219) from 3025E gamma room facility. All contained in inner can. Removed sources retained at holding facility, I.E.4 OF 1
ORNL 7822K	X10CSLLN007648	VaultC96	This is from cell clean-up of Bldg. 3033A & 3550 in prep. of putting bldg. on standby / box
ORNL 7822K	X10CSLLN008171	VaultC96	Paper, plastic, rubber, metal, wood in a metal box = 4 x 4 x 6 #18
ORNL 7822K	X10CSLLN008229	VaultC96	Lab benches, gas cylinders pumps, assorted packets of lab equipment box = 4 x 4 x 6
ORNL 7831F	K25C1303824	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1303832	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.

Location	Container ID	Container Type	Waste Description
ORNL 7831F	K25C1303834	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1406546	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1406578	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1406582	85 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507898	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507899	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507905	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.

Location	Container ID	Container Type	Waste Description
ORNL 7831F	K25C1507906	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507907	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507908	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507909	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507910	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507913	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1507914	110 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Code F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.

Location	Container ID	Container Type	Waste Description
ORNL 7831F	K25C1712602	30 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. This waste is residual from a dioxin and furan treatability study sponsored by DOE-HQ.
ORNL 7831F	K25C1712677	30 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. This waste is residual from a dioxin and furan treatability study sponsored by DOE-HQ.
ORNL 7831F	K25C1815619	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1815620	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1815621	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1815622	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1815623	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL 7831F	K25C1815624	55 gal drum	Mixed liquid-phase low-level waste that carries EPA Waste Id Codes F020 and F027 among numerous other codes. Generated from the treatment of solid-phase waste via vacuum-assisted thermal desorption.
ORNL SWSA 5	X10C1250380	STT	Shielded Transfer Tank (STT) at SWSA 5
ORNL SWSA 5	X10C1250381	STT	Shielded Transfer Tank (STT) at SWSA 5
ORNL SWSA 5	X10C1250382	STT	Shielded Transfer Tank (STT) at SWSA 5
ORNL SWSA 5	X10C1250383	STT	Shielded Transfer Tank (STT) at SWSA 5
ORNL SWSA 5	X10C1250384	STT	Shielded Transfer Tank at SWSA 5
Y-12 9201-4 Outside North	K25C1713560	55 gal drum	Gravel, Mercury, Paint Chips (PCB)
Y-12 9201-4 Outside North	K25C1713572	55 gal drum	Gravel, Mercury, Paint Chips (PCB)

Location	Container ID	Container Type	Waste Description
Y-12 9201-4 Outside North	K25C1713585	55 gal drum	Gravel, Mercury, Paint Chips (PCB)
Y-12 9201-4 Outside North	K25C1713586	55 gal drum	Gravel, Mercury, Paint Chips (PCB)
Y-12 9201-4 Outside North	K25C1713563	55 gal drum	Pieces of Painted Metal, Paint Chips (PCB), Mercury
Y-12 9201-4 Outside North	K25C1815195	55 gal drum	Pieces of Painted Metal, Paint Chips (PCB), Mercury
Y-12 9201-4 Outside North	K25C1713569	55 gal drum	Pieces of Painted Metal, Paint Chips (PCB), Mercury
Bethlehem Apparatus pending return to Y-12	TBD	55 gal drum (7)	Failed RMERC Residue (7 drums)
ORNL 3517		Shipping cask	Weather Bureau (Sentury). Shipping cask containing source.
ORNL 3517		RTG	Schaich Cask
ORNL 3517		RTG	BUP-500 RTG. 544,000 Ci ⁹⁰ Sr, 17 Ci ¹³⁷ Cs (per BJC/OR-1081, Revision 2, <i>Evaluation of Bldg. 3517 Casks for Potential Long-Term Storage</i>) Decay corrected to 2015
ORNL 3517		Cask	ORNL Bulk radioisotope cask < 27,000 Ci Sr-90. Decay corrected to 2013
ORNL 3517		Cask	Uranium shielded Model L cask, 1,400 Ci Eu-152, 2,100 Ci Eu-154
ORNL 3517		Cask	Uranium shielded Model L cask (empty)
ORNL 3517		Cask	Uranium shielded Model M cask, 20 Ci Cs-137
ORNL 3517		Cask	Unmodified Pierce cask, 3,900 Ci Cs-137
ORNL 3517		Cask	Modified Pierce cask, 3,800 Ci Cs-137
ORNL 3517		Cask	Tungsten cask, 4 Ci Cs-137
ORNL 3517		Cask	American Nuclear cask, 6,000 Ci, Cs-137
ORNL 3517		Cask	6C6 cask, 0.4Ci Sr-90
ORNL 3517		Cask	Pickering X-ray Unit, 875 Ci, Cs-137
ORNL SWSA 5	IE13375	Shield	Sodium Shield
ORNL SWSA 5	IE13376	Shield	Sodium Shield
ORNL SWSA 5	IE13377	Shield	Sodium Shield
ORNL SWSA 5	IE13378	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE13379	Shield	Sodium Shield (activated)

Location	Container ID	Container Type	Waste Description
ORNL SWSA 5	IE13380	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE13381	Shield	Sodium Shield
ORNL SWSA 5	IE40115	Shield	Sodium Shield
ORNL SWSA 5	IE40116	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40117	Shield	Sodium Shield
ORNL SWSA 5	IE40118	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40119	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40120	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40121	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40122	Shield	Sodium Shield
ORNL SWSA 5	IE40123	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40124	Shield	Sodium Shield
ORNL SWSA 5	IE40128	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40133	Shield	Sodium Shield
ORNL SWSA 5	IE13408	Shield	Sodium Shield (Contains DU, activated)
ORNL SWSA 5	IE13409	Shield	Sodium Shield (Contains DU, activated)
ORNL SWSA 5	IE13410	Shield	Sodium Shield (Contains DU, activated)
ORNL SWSA 5	IE40110	Shield	Sodium Shield
ORNL SWSA 5	IE40111	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40112	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40113	Shield	Sodium Shield (activated)
ORNL SWSA 5	IE40130	Shield	Radial Blanket Shield (Contains al, Na, UO2, activated)
ORNL SWSA 5	IE40131	Shield	Radial Blanket Shield (Contains al, Na, UO2, activated)
ORNL SWSA 5	IE40132	Shield	Radial Blanket Shield (Contains al, Na, UO2, activated)
ORNL	190K4305G	Shield	Sodium Shield (Contains SS rods)
ORNL	IE13403	Shield	Sodium Shield
ORNL	IE13404	Shield	Sodium Shield
ORNL	IE13406	Shield	Sodium Shield
ORNL	IE13407	Shield	Sodium Shield
ORNL	IE13230	Shield	Lithium Hydride Shield
ORNL	IE13400	Shield	Lithium Hydride Shield
ORNL	IE13401	Shield	Lithium Hydride Shield
ORNL	IE13405	Shield	Lithium Hydride Shield (activated)
ORNL	IE40125	Shield	Lithium Hydride Shield

Location	Container ID	Container Type	Waste Description
ORNL	IE40126	Shield	Lithium Hydride Shield
ORNL	IE40127	Shield	Lithium Hydride Shield
ORNL	IE40129	Shield	Lithium Hydride Shield
ORNL		Shield	Pratt & Whitney Lithium Hydride Shield (Contains UO ₂)
ORNL 3505	X10C1101231	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 3505	X10C1101232	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 3505	X10C1101233	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 3505	X10C1101234	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 3505	X10C1101235	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 3505	X10C1101236	Concrete Vault	Irradiated metal from High Flux Isotope Reactor (HFIR)
ORNL 7827	X10CSLLN005614	Canister	Canister in shielded dry well storage. The contents consist of irradiated metal parts originating from spent-fuel pool-cleanout operations at ONRL's HFIR, Control Plates and Target Rods that were also irradiated at HFIR, and cobalt-60 metal sources (which were removed from the ONRL Bldg. 3001 Storage Canal and Bldg. 3029)
ORNL 7827	X10CSLLN006250	Canister	Canister in shielded dry well storage. The contents consist of irradiated metal parts originating from spent-fuel pool-cleanout operations at ONRL's HFIR, Control Plates and Target Rods that were also irradiated at HFIR, and cobalt-60 metal sources (which were removed from the ONRL Bldg. 3001 Storage Canal and Bldg. 3029)
ORNL 7827	X10CSLLN005613	Canister	Canister in shielded dry well storage. The contents consist of irradiated metal parts originating from spent-fuel pool-cleanout operations at ONRL's HFIR, Control Plates and Target Rods that were also irradiated at HFIR, and cobalt-60 metal sources (which were removed from the ONRL Bldg. 3001 Storage Canal and Bldg. 3029)
ORNL MSRE			Charcoal canister – a 500-psig pressure vessel which was placed inside a steel-reinforced concrete cask for shielding (approx.. 4.5 ft in diameter and about 6 ft in height), and includes a lead shielded top plug. Canister contains activated charcoal used to treat MSRE off-gas. The uranium-laden charcoal was removed and placed into the collector canister in FY 2001. Note: This waste item is in Isotek's scope to process.
ORNL 7877		High Integrity Container	HIC containing resin from processing activities at 7877

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Attachment J-13

Special Financial Institution Account Agreement

Solicitation Note: The Contractor's executed Special Financial Institution Account Agreement will be inserted here. See applicable Section I Clause entitled, DEAR 970.5232-2, Payments and Advances.

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Attachment J-14

Crosswalk of Performance Work Statement and Funding Source

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PWS Level			PWS Title	Funding Source
1	2	3		
C.1			CONTRACT TRANSITION	
	C.1.1		Incoming Transition	OR-0013B
	C.1.2		Outgoing Transition and Closeout	TBD
C.2			POST-RETIREMENT MEDICAL BENEFITS, LONG-TERM DISABILITY, AND PENSION CONTRIBUTION	OR-0102
C.3			CLEANUP	
	C.3.1		ORNL Cleanup	OR-0042
		C.3.1.47	Melton Valley Trench 13 Remedial Action	OR-0030
	C.3.2		Y-12 Cleanup	OR-0041
	C.3.3		ETTP Cleanup	OR-0040
C.4			CERCLA DISPOSAL FACILITY CONSTRUCTION (Y-12)	Line Item 17-D-401
C.5			MISSION SUPPORT ACTIVITIES	
	C.5.1		Liquid and Gaseous Waste Operations and Life Extension (ORNL)	OR-0042
	C.5.2		Transuranic Waste Debris Storage and Shipment Support (ORNL)	OR-0013B
	C.5.3		ORNL Surveillance and Maintenance of EM Facilities and Sites, and Environmental Monitoring	OR-0042
	C.5.4		Y-12 Surveillance and Maintenance of EM Facilities and Sites and Environmental Monitoring	OR-0041
	C.5.5		CERCLA Disposal Facilities and ORR Landfills Management and Operations (Y-12)	OR-0041
	C.5.6		Outfall 200 Mercury Treatment Facility (Y-12)	
		C.5.6.1	MTF Construction Support	Line Item 14-D-403
		C.5.6.2	MTF Checkout, Testing, and Commissioning	Line Item 14-D-403
		C.5.6.3	MTF Operations	OR-0041
	C.5.7		ETTP Site Closure, Historic Preservation, and Environmental Monitoring	
		C.5.7.1	ETTP Site Closure	OR-0040
		C.5.7.2	ETTP Historic Preservation	OR-0104
		C.5.7.3	ETTP Environmental Monitoring	OR-0040
	C.5.8		Legacy Waste Disposition	OR-0013B
	C.5.9		Infrastructure Enhancements	
		C.5.9.1	Infrastructure for ORNL and Y-12 Cleanup	OR-0042
		C.5.9.2	Design Basis Threat Mitigation	TBD
C.6			CORE FUNCTIONS	

PWS Level			PWS Title	Funding Source
1	2	3		
C.6.1			Central Services	
	C.6.1.1		Project Support Performance Requirements	Pro-Rated*
	C.6.1.2		Project Performance Reporting	Pro-Rated*
	C.6.1.3		Health and Safety	Pro-Rated*
	C.6.1.4		Radiation Protection	Pro-Rated*
	C.6.1.5		Nuclear Safety	Pro-Rated*
	C.6.1.6		Nuclear Criticality Safety	Pro-Rated*
	C.6.1.7		Safety Culture	Pro-Rated*
	C.6.1.8		Quality Assurance	Pro-Rated*
	C.6.1.9		Engineering	Pro-Rated*
	C.6.1.10		Environmental Protection	Pro-Rated*
	C.6.1.11		Environmental Sustainability	Pro-Rated*
	C.6.1.12		Federal Facility Agreement and Related Support	Pro-Rated*
	C.6.1.13		Records Management	Pro-Rated*
	C.6.1.14		Public Relations and Media Support	Pro-Rated*
	C.6.1.15		Legal Management	Pro-Rated*
	C.6.1.16		Safeguards and Security	OR-0020
	C.6.1.17		Information Technology	Pro-Rated*
	C.6.1.18		Audit Support Services	Pro-Rated*
	C.6.1.19		Administration of Pension and Benefits Services at ORR, Portsmouth, and Paducah Sites	Pro-Rated*
	C.6.1.20		Other Program Activities	Pro-Rated*
C.6.2			Project Services	
	C.6.2.1		Reservation Management (through FY24)	OR-0040 and OR-0013B
	C.6.2.1		Reservation Management (after FY24)	OR-0041 and OR-0013B
	C.6.2.2		Reindustrialization (through FY24)	OR-0040
	C.6.2.2		Reindustrialization (after FY24)	OR-0041
	C.6.2.3		Emergency Management and Fire Protection (through FY24)	OR-0040
	C.6.2.3		Emergency Management and Fire Protection (after FY24)	OR-0041
	C.6.2.4		Technology Development	OR-TD-0100
	C.6.2.5		Historic Preservation and Cultural Resource Management (through FY24)	OR-0040
	C.6.2.5		Historic Preservation and Cultural Resource Management (after FY24)	OR-0041
	C.6.2.6		Analytical Services (Sample Management Office Integration) (through FY24)	OR-0040
	C.6.2.6		Analytical Services (Sample Management Office Integration) (after FY24)	OR-0041

PWS Level			PWS Title	Funding Source
1	2	3		
		C.6.2.7	Transportation Services (through FY24)	OR-0040
		C.6.2.7	Transportation Services (after FY24)	OR-0041
		C.6.2.8	Waste Management (through FY24)	OR-0040
		C.6.2.8	Waste Management (after FY24)	OR-0041
		C.6.2.9	Land Use Controls (through FY24)	OR-0040
		C.6.2.9	Land Use Controls (after FY24)	OR-0041
		C.6.2.10	Support DOE Natural Resource Damage Assessment (through FY24)	OR-0040
		C.6.2.10	Support DOE Natural Resource Damage Assessment (after FY24)	OR-0041

* Pro-Rated = direct costs for these PWS elements are distributed among funding sources according to a pro-rated ratio of actual costs.

Attachment J-15

Task Order Tracking Matrix

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Task Order Number	Section J Attachment #	Issue Date	Task Order Title	Task Order Type	Task Order Period of Performance	Task Order Value (Cost + Fee)
1	TBD	10/26/2021**	Transition	Cost (No Fee)	90 days	\$2,507,898
2	TBD	TBD	Contract Implementation*	CPFF	4 months	TBD
3	TBD	TBD	Mission Support Activities*	CPAF	2 years immediately following Task Order 2	TBD
4	TBD	TBD	End States Cleanup*	CPIF	2 years immediately following Task Order 2	TBD
Acronyms: CPAF cost-plus-award-fee CPIF cost-plus-incentive-fee CPFF cost-plus-fixed-fee STRIPES Strategic Integrated Procurement Enterprise System TBD to be determined						

*Draft Requests for Task Order Proposals (RTPs) are provided in the Documents Library on the EMCBC Oak Ridge Reservation Cleanup Contract procurement website:
<https://www.emcbc.doe.gov/seb/orrcc/Document%20Library.php>

**Task Order 1 – Transition is awarded with the Master IDIQ providing the minimum guarantee. A separate, subsequent Notice to Proceed will be issued to provide an effective date to begin performance on Task Order 1 – Transition.

Note: Task Orders 3 and 4 will cover all anticipated scope to be covered under the ORRCC for the first two years immediately following Task Order 2.

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Attachment J-16

Performance Evaluation and Measurement Plan

Solicitation Note: The Contractor's executed Performance Evaluation and Measurement Plan will be inserted here. See applicable Task Order instruction and Attachment.

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