

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 | 3

2. CONTRACT NUMBER

89303324DEM000120

3. SOLICITATION NUMBER

89303324REM000120

4. TYPE OF SOLICITATION

SEALED BID (IFB) NEGOTIATED (RFP)

5. DATE ISSUED

02/27/2024

6. REQUISITION/PURCHASE NUMBER

24EM002028

7. ISSUED BY

CODE 893033

8. ADDRESS OFFER TO (If other than Item 7)

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

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

SOLICITATION

9. Sealed offers in original and (See Section L.11) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in until 1600 ED local time 04/09/2024 (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
Irfan Chawdry

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE NUMBER EXT.
513 246-0046

C. E-MAIL ADDRESS

irfan.chawdry@emcbc.doe.gov

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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 365 calendar days (50 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 port(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232 (b))

10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO. DATE AMENDMENT NO. DATE
Amendment No. 1 3/12/2024

15A. NAME AND ADDRESS OF OFFEROR

CODE WD96EFXBF9F3 FACILITY
Enterprise Technical Assistance Services, Inc.
(ETAS) 1100 Bethel Valley Road
Oak Ridge, TN 37830

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or print)
Sherry L. Browder
CEO

15B. TELEPHONE NUMBER

AREA CODE NUMBER EXT.
865 220-4300

15C. CHECK IF REMITTANCE ADDRESS

IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

[Redacted]

18. OFFER DATE

4/8/2024

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

[Redacted]

21. ACCOUNTING AND APPROPRIATION

See schedule

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMP

10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE 03002

See Schedule G

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

Lori A. Sehlhorst

27. UNITED STATES OF AMERICA

28. AWARD DATE

9/12/2024

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303324DEM000120

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NAME OF OFFEROR OR CONTRACTOR
ENTERPRISE TECHNICAL ASSISTANCE SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: WD96EFXBF9F3 See continuation pages for descriptions of changes. Payment: Accounting Info: 01239-2024-33-490804-25499-1110465-0000712-0000000 -0490301 Fund: 01239 Appr Year: 2024 Allottee: 33 Report Entity: 490804 Object Class: 25499 Program: 1110465 Project: 0000712 WFO: 0000000 Local Use: 0490301 Period of Performance: 01/30/2025 to 01/29/2028				
00001	Transition Period (60 Days) [REDACTED]				[REDACTED]
[REDACTED]	Technical Support Services Line item value is: [REDACTED]				[REDACTED]
00003	Additional Assignments in Accordance with PWS (IDIQ) Line item value is: [REDACTED] Incrementally Funded Amount: [REDACTED]				[REDACTED]
	Guaranteed Minimum Value of Services: This incremental funding amount of [REDACTED] provides for the guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity. This amount can only be claimed at the end of the contract if the Contractor does not receive a task order under any of the IDIQ CLINs 0003, 0005, or 0007.				
00004	Technical Support Services (Option Period #1 - 1 Year) Amount: [REDACTED] (Option Line Item)				[REDACTED]
00005	Additional Assignments in Accordance with PWS (IDIQ) Amount: [REDACTED] (Option Line Item)				[REDACTED]
00006	Technical Support Services (Option Period #2 - 1 Year) Amount: [REDACTED] (Option Line Item)				[REDACTED]
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303324DEM000120

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
ENTERPRISE TECHNICAL ASSISTANCE SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	Additional Assignments in Accordance with PWS (IDIQ) Amount: [REDACTED] (Option Line Item)				[REDACTED]

Part I – The Schedule

Section B

Supplies or Services and Prices/Costs

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(c)3 below, on a schedule to be specified by the Government in accordance with the Section H Contract clause entitled, *Task Ordering Procedure*.

B.2 DOE-B-2002 Cost Plus Award Fee Contract: Total Estimated Cost and Award Fee (OCT 2014)

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

Total Estimated Cost: [REDACTED]
 Maximum award fee: [REDACTED]

(b) The Total Estimated Cost and Fee of the contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is illustrated in Table B.3-2.

(c) Payment of fee will be made in accordance with *Section J, Attachment J-6, Performance Evaluation Measurement Plan*.

B.3 Contract Cost and Fee

(a) This is a performance based contract that includes Cost-Plus-Award-Fee (CPAF), Firm-Fixed-Price (FFP) and Indefinite-Delivery Indefinite-Quantity (IDIQ) type Contract Line Item Numbers (CLINs).

(b) The Contract consists of the following CLINs:

Table B.3-1 Contract CLINs		
CLIN	CLIN Title	TYPE
0001	Transition Period (60 Days)	FFP
Base Period (2 Years, 10 months)		
0002	Technical Support Services	CPAF
0003	Additional Assignment in Accordance with PWS (IDIQ)	IDIQ
Option Period 1 (1 Year)		
0004	Technical Support Services	CPAF
0005	Additional Assignment in Accordance with PWS (IDIQ)	IDIQ
Option Period 2 (1 Year)		
0006	Technical Support Services	CPAF
0007	Additional Assignment in Accordance with PWS (IDIQ)	IDIQ

(c) CLIN Types

(1) **Firm-Fixed Price (FFP) (CLIN 0001)**

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

(2) **Cost Plus Award Fee (CPAF) (CLINs 0002, 0004, 0006)**

Payment of fee will be made according to *B.7 Provisional Payment of Fee*, and *Section J, Attachment J-6, Performance Evaluation Measurement Plan*.

(3) **Indefinite Delivery/Indefinite Quantity (ID/IQ) (CLINS 0003, 0005, 0007)**

(i) Under the IDIQ CLINs, the Government may issue Cost Reimbursable or Firm Fixed Price Task Orders depending on the nature of the requirement for the delivery of work. The minimum and maximum value of services to be ordered, as required by Section I, Federal Acquisition Regulation (FAR) 52.216-22 Indefinite Quantity, is as follows:

(A) The guaranteed minimum value of services to be ordered is [REDACTED]

(B) The maximum value of services to be ordered will not cumulatively exceed [REDACTED].

(C) All Task Orders issued under this Contract count toward the maximum value of [REDACTED], and the total cumulative value of the Task Orders issued shall not exceed the [REDACTED] maximum value.

(ii) Any work under the IDIQ CLIN(s) will be ordered by the issuance of individually negotiated Task Orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity identified above, on a schedule to be specified by the Government in accordance with the contract clause at Section I, FAR 52.216-22 Indefinite Quantity.

(iii) For budget planning purposes, the Government has provided an estimated maximum quantity of services for each IDIQ CLIN as shown below in Table B.3.2. However, the Government reserves the right to adjust the estimated maximum quantity associated with each IDIQ CLIN, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(iv) Payment for the services ordered and delivered shall be made in accordance with the applicable contract clause addressing payment as included in each individual task order.

(v) The authorized ordering activity is the Department of Energy.

(d) **Total Estimated Cost for All CLINs**

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

Table B.3-2 Contract Cost and Fee					
CLIN	CLIN Description			FFP	
0001	Transition Period (60 days)				
Base Period (2 Years, 10 months)					
		Estimated Cost	Available Award Fee	FFP	Estimated Cost and Fee
0002	Technical Support Services				
0003	Additional Assignment in Accordance with PWS (IDIQ)				
0003	Available IDIQ				
Total Base Period					
Option Period 1 (1 year)					
0004	Technical Support Services				
0005	Additional Assignment in Accordance with PWS (IDIQ)				
Total Option Period 1					
Option Period 2 (1 year)					
0006	Technical Support Services				
0007	Additional Assignment in Accordance with PWS (IDIQ)				
Total Option Period 2					
Total Contract Value (Transition Period, Base Period, Option Period 1, and Option Period 2					

- (1) *Estimated Cost* for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at contract start, as may be revised by modification to the contract per the contract terms. The exception is the IDIQ CLINs, for which the amount shown in Table B.3-2 reflects the maximum quantity of supplies or services the Government will acquire under the IDIQ CLINs (inclusive of any fee or profit).
- (2) *Available Award Fee* is defined as the amount of award fee that may be earned under the Contract for each applicable CLIN.
 - (A) Available Award Fee may include Award-Fee criteria and Performance-Based Incentive (PBIs) criteria as defined in *Section J, Attachment J-6, Performance Evaluation Measurement Plan (PEMP)*. PBIs will be defined during contract performance as part of the PEMP. In addition, no base fee is payable under this Contract.
 - (B) Award Fee based upon award-fee criteria will be evaluated on an annual basis as delineated in the PEMP. The PBI fee will be evaluated per the established completion criteria in the PEMP.
- (3) *Estimated Cost and Fee* is defined as the total of the Estimated Cost and Available Award Fee.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CLINs 0002, 0004, 0006)

- (1) 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.
 - (a) CLIN 0001 is fully funded in the amount of [REDACTED]
 - (b) CLIN 0002 Pursuant to Contract Section I, paragraph I.106, FAR 52.232-22, *Limitation of Funds* (Apr 1984), the total amount of funding allotted in modification [REDACTED] for CLIN 0002. The total funding allotted for CLIN 0002 is [REDACTED]
 - (c) CLIN 0003 Pursuant to Contract Section I, paragraph I.106, FAR 52.232-22, *Limitation of Funds* (Apr 1984), the total amount of funding allotted in modification P0023 is [REDACTED] for CLIN 0003. The total funding allotted for CLIN 0003 is [REDACTED]

Total Funds Obligated: [REDACTED]

B.5 Funding Profile

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

Government Fiscal Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
\$Amount*	[REDACTED]						
*The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Table B.3-2 above, including IDIQ CLINs.							

B.6 Allowability of Subcontractor Fee

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the Total Available Award Fee as shown in Table B.3-2. Separate, additional, subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship 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 products” and/or “commercial services” as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

B.7 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CLINs 0002, 0004, 0006)

- (a) Notwithstanding any other term or condition of this Contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract 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 that provides for provisional payment of fee. If a term or condition of this Contract 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 Contract.
 - (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 Contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Contract 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 Contract'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 Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of the Contract 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 Contract 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 provisionally paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
 - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer'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; 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 and the CO determines the Contractor has met all of the other applicable terms and conditions in the Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Contract, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per fiscal year quarter, at a prorated amount of up to 80 percent of the available fee for the respective Contract CLIN, pending satisfactory performance.

B.8 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

- 1. Task Order fee/profit ceilings will adhere to the following criteria.
 - (1) *CPAF Task Orders*. The award fee ceiling amount that can be negotiated is [REDACTED] of the estimated cost. There is no base fee available under CPAF task orders.
 - (2) *CPFF Task Orders*. The fixed fee ceiling amount that can be negotiated is [REDACTED] of the estimated cost.
 - (3) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
 - (4) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, [REDACTED]
- 2. The fee/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.
- 3. The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 41 U.S.C. 3905 and FAR 15.404-4(c)(4)(i).

B.9 Limitation of Government's Obligation (Applies to FFP Task Orders only)

- (a) This contract's fixed-price Task Orders issued under CLINs 0003, 0005, 0007 have traditional FAR fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLINs 0003, 0005, 0007 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 Task Order, and in accordance with the delivery schedule identified in the Task Order, 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 CLIN's or Task Order's 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer, 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 0001:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
0001	April 01, 2025	[REDACTED]			
CLIN = Contract Line Item Number					

(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]:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
0001					
CLIN = Contract Line Item Number					

ATTACHMENT 1

Contract Section C
Performance Work Statement

PORTSMOUTH / PADUCAH PROJECT OFFICE
TECHNICAL SUPPORT SERVICES
PERFORMANCE WORK STATEMENT (PWS)

Revision 4

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Purpose & Overview

The Portsmouth/Paducah Project Office (PPPO) requires a Technical Support Services (TSS) Contractor (hereinafter referred to as Contractor) to provide technical and administrative support to assist the Department of Energy (DOE) with the following:

- Oversight and management of clean-up activities, Decontamination and Decommissioning (D&D) activities, all aspects of on-site contractor operations, including general construction activities and On-Site Waste Disposal Facility (OSWDF) project related investigative and construction activities, geotechnical and design documents and regulatory compliance activities at the Portsmouth Gaseous Diffusion Plant (GDP)/site in Pike County, Ohio and the Paducah GDP/site in Paducah, Kentucky;
- Oversight and management of services for the Depleted Uranium Hexafluoride (DUF6) Conversion Facilities project located at the Portsmouth GDP/site and the Paducah GDP/site;
- Oversight and management of services for Operations and Site Mission Support (OSMS) (consists of the DUF6 operations as well as other ongoing production and mission support activities) located at the Portsmouth GDP/site and the Paducah GDP/site; and
- In the Lexington, Kentucky office, provide various technical engineering functions, information technology infrastructure support, Safeguards and Security (S&S) oversight, and general administrative support for all PPPO sites.

C.1 Performance Expectations and Management Approach

References to DOE directives in this PWS are provided for information and general understanding; however, Section J, Attachment J-2, *Requirements Sources and Implementing Documents*, contains the specific applicable version of the DOE directive applicable to this Contract and are considered principal requirements.

A summary of the Contract deliverables is provided in Section J, Attachment J-3, *Contract Deliverables*; however, the list does not include all required deliverables identified in the Contract. The Contractor shall be responsible for all the deliverables specified in all sections of the Contract, applicable standards, DOE directives, federal regulations, and regulatory documents under the Contract.

Interfaces, services between contractors, and roles and responsibilities are summarized in Section J, Attachment J-5, *PPPO Site Services and Interface Requirements Matrix*. 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.

The Contractor shall provide all personnel, 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-9, *Government Furnished Services and Information (GFS/I)*.

The Program Manager (PM) shall maintain supervisory control over all personnel assigned to perform work under this Contract. The PM may be required to provide senior level risk management support to PPPO through environmental, engineering and technical analysis and reviews of documents and issues related to this PWS. This position may require travel to all PPPO sites, or other DOE sites as requested, as part of normal work responsibilities.

The Contractor shall staff the contract with qualified personnel who must obtain and maintain appropriate access authorizations (security clearances), and meet applicable training requirements, qualifications,

professional certifications, and special skills as appropriate. The Contractor shall ensure these qualified personnel maintain appropriate access authorizations and training throughout the Contract period of performance. The Contractor shall ensure that each of its employees has an executed non-disclosure agreement from date of hire to separation and shall provide a copy to the Contracting Officer (CO) upon request.

C.1.1 Contract Transition

- (a) **Goals.** The main goal of the transition process is to ensure that terms and conditions of the Contract are fully understood by the Contractor and the Contractor demonstrates readiness to assume responsibility seamlessly, prior to assumption of full responsibility for performance of the Contract. Successful completion of the transition activities will enable the Contractor to assume full responsibility for execution of the PWS no later than 60 days after Notice to Proceed (NTP). The Contractor shall perform all activities necessary to transition work from the incumbent contractor in a manner that:
- Ensures all work for which the Contractor is responsible under the Contract is continued without disruption;
 - Provides for an orderly transfer of resources, responsibilities, and accountability;
 - Provides for the ability to perform the work in an efficient, effective, and safe manner;
 - Interfaces and coordinates with other PPPO contractors; and
 - Partners with PPPO to establish a common vision with supporting contract execution goals and objectives.
- (b) **Logistics.** DOE will provide one office at each of the Portsmouth, Paducah and Lexington sites to utilize during the 60-day Contract Transition period. Wi-Fi connectivity will also be available. The Contractor shall establish the necessary logistical support (additional office space, computers, telephone, etc.) to execute the 60-day Contract Transition period and shall ensure all necessary personnel, including the required key personnel (Program Manager, Portsmouth Project Manager, Paducah Project Manager, OSMS Project Manager, and Information Technology (IT) Manager), are available during the Contractor Transition period, unless specifically approved by the CO.
- (c) **Transition Plan.** Within 10 days after NTP, the Contractor shall submit a transition plan for PPPO approval that provides a description of all necessary transition activities, a list of the organizations involved, and a transition schedule, including key milestones. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the transition period. The following items shall be addressed in the Transition Plan.
- **Public Release Statement.** Within 72 hours following after NTP, the Contractor shall release on its own website a brief executive summary of its offer including the following elements:
 - Name of Contractor including the identification of teaming partners and subcontractors, and a description of the experience that each party brings to the contract;
 - Summary/description of Contractor's management approach;
 - Organizational structure and identification of key personnel; and
 - Brief overview of Contractor's work on similar projects.
 - **Implement Contractor Human Resource Management (CHRM) Requirements.** The Contractor's workforce and benefits transition plans shall include a description of the Contractor's implementation of human resource management consistent with the Contractor

Human Resource Management clauses in Section H. Transition the workforce needed to execute the mission of the Contract including but not limited to:

- Ensure all necessary personnel, including key personnel, are available during the transition period, unless specifically directed otherwise by the CO;
 - Manage workforce and benefits transition in accordance with the requirements of the Contractor Human Resource Management clauses in Section H, as applicable;
 - Employ of additional staff determined to be necessary; and
 - Place any subcontracts deemed necessary, including assumption of existing subcontracts as directed by the CO.
- **Programs, Procedures and Systems:** To ensure continuity of operations, the Contractor may adopt, as applicable, the incumbent contractors' programs and procedures at the effective date of the Contract Transition (e.g., Safety Analysis Reports (SAR), 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.
 - **Government-Owned Property.** During the contract transition period, an inventory record from the PPPO Inventory Management System database will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:
 - The Contractor shall perform a joint comprehensive physical inventory with the incumbent contractor of all accountable high-risk and sensitive property, as defined in the Code of Federal Regulations (CFR) Title 41 Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property, if any, at the end of transition.
 - The Contractor shall accept, at the end of transition, transfer of accountability for the remaining government-owned personal property, based on existing inventory records on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies with the existing inventory records shall be reported to the Contracting Officer (CO). At the end of transition, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the PPPO Inventory Management System records will become the inventory baseline.
 - **Legal Management Transition.** The Contractor shall ensure all legal management activities are addressed pursuant to the Section H clause entitled, *Legal Management*, and 10 CFR Part 719.
 - **Status Reports – Transition Activities.** The Contractor shall provide weekly status reports of transition activities to PPPO. The Contractor shall establish routine status meetings with PPPO and affected contractors to review transition activities and issues.
 - **Declaration of Readiness.** Submit a Declaration of Readiness to Execute Contract to the CO, prior to the end of transition, indicating readiness to assume responsibility for execution of the

contract. Also, identify any post-transition activities that may be required (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

- (d) **Annual Work Plan.** Within 60 days after NTP, the Contractor shall develop the initial Annual Work Plan (AWP) with details of the specific activities to be performed for each PWS element demonstrating how the Contractor plans to achieve the anticipated contract outcomes, the time frames involved for each activity, firm completion dates for critical tasks/activities, and those responsible for performing the activities. The AWP shall leverage the use of technical expertise across all three (3) sites where possible, so as to not compromise safety and security, but to minimize the need for duplicative personnel, where possible, at each site. The Contractor shall maximize the efficiency of its resources, which may result in a single resource being located at one (1) PPPO site providing support to all three (3) sites; however, site project support/oversight needs must not be compromised due to the location of individuals. In addition to the overall direct labor requirements, the Contractor shall provide cost and schedule details for travel, Other Direct Costs (ODC's) and overtime to perform the work required in the PWS. The AWP shall include any required corrective actions plans, risk assessments and/or planned corrective actions for deficiencies. The AWP shall include a table presenting the anticipated spending schedule by month for budget planning.
- (e) **Recommendations/Lessons Learned.** The Contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes wasteful spending, while complying with contract terms and conditions, safety standards and security standards. The Contractor shall brief PPPO senior management on proposed recommendations/lessons learned for all areas of the PWS on a quarterly basis to improve the efficiency and cost effectiveness of the PPPO managed activities. The initial recommendations for all areas of the PWS shall be submitted to the Contracting Officer's Representative (COR) within 60 days after NTP. Recommendations/lessons learned shall be relevant, useful and implementable.

C.2 Environment, Safety, Health and Quality (ESH&Q)

The Contractor shall support PPPO Leads in the maintenance of PPPO-3093368 *PPPO Federal Employee Occupation Safety and Health Program* (FEOSH) to include items such as annual internal reviews, associated internal actions to support the program, supporting PPPO with Computerized Accident Incident Reporting System (CAIRS) in accordance with PPPO-M-440.1-2 *USDOE PPPO Incident Reporting*, and all other aspects of the FEOSH Program. All work and any subcontracts in support of this Contract shall require compliance with PPPO's FEOSH Program.

Work activities include, but are not limited to the following subtasks:

- a) Ensure appropriate requirements for timely reviews of internal PPPO programs and procedures are completed;
- b) Attend weekly planning meetings, PPPO functional area planning and review meetings, participate in weekly and monthly safety forums, area safety meetings, and present PPPO safety statistics on a monthly basis;
- c) Compile data and produce Monthly Safety Charts to be posted at all 3 PPPO locations that compile all PPPO contractor data on Days Away Restricted or Transferred (DART) and Total Recordable Cases (TRC) rates. These charts will be based upon a 12-month rolling average and fiscal year rates; and
- d) Provide overall programmatic Environment Safety and Health (ES&H) support to PPPO for the FEOSH and CAIRS program.

The Contractor shall also support PPPO in the evaluation and oversight of all aspects of every PPPO contractors' safety and health programs in accordance with, but not limited to:

- 10 CFR Part 851, Worker Safety and Health Program;
- 10 CFR Part 835, Occupational Radiation Protection;
- 10 CFR Part 830, Nuclear Safety Management; and
- DOE O 458.1, Radiation Protection of the Public and the Environment.

The Contractor shall assist in evaluation of laws, orders, processes, processing systems, programs, and the onsite contractors' adherence to their own policies and procedures and applicable regulatory requirements. This shall be accomplished utilizing personnel specialized in areas such as, but not limited to, Nondestructive Assay (NDA), Industrial Hygiene, Nuclear Safety (NS), Nuclear Criticality Safety (NCS), Environmental Protection, Electrical Power, Waste Management, Chemical Safety, Fire Protection, Emergency Management, Engineering, Radiation Safety, and Industrial Safety. These personnel shall work with PPPO Facility Representatives and other PPPO Oversight Personnel to assist in performing:

- (a) Provide day-to-day oversight support of onsite contractors' implementation of safety programs,
- (b) Perform team assessments based on PPPO policies, procedures, and targeted milestones (e.g., Integrated Assessment and Surveillance Schedule); develop Lines of Inquiry (LOI) or Criteria Review Approach Documents (CRAD) for each assessment and surveillance; assist with operational readiness activities, including participating in onsite contractor Management Assessments and Readiness Reviews; support Accident and Incident Investigations;
- (c) Support the development, planning, and approval of PPPO Readiness Plan of Actions, Implementation Plans and required Readiness Assessments and Operational Readiness Reviews; and support the quarterly review, approval and tracking of contractor Start-up Notification Reports (SNR);
- (d) Provide support to the PPPO Facility Representatives by performing daily, direct field observation and surveillance activities, monitoring of contractor activities, and achievements and progress in meeting DOE performance objectives; participate in weekly Facility Representative meetings and provide reports, as required;
- (e) Develop and distribute a PPPO Summary Status Report by project, as required, prepare ES&H related reports ~~and DOE Oversight Assessment Report~~, as required, and a PPPO Monthly Safety Statistics report; conduct trend analyses of ES&H findings and observations; provide reporting on ES&H issues during weekly staff meetings; review and analyze Corrective Action Plans; provide recommendations and follow up to ensure compliance;
- (f) Evaluate site contractors' implementation and compliance with DOE Orders, state and other federal codes/standards (e.g., U.S. Environmental Protection Agency (EPA), U.S. Department of Transportation); site-wide permits, licenses, environmental standards, and milestones; and all other applicable safety and health requirements; and review and comment on the 'impact analyses' prepared by the onsite contractors from new and/or revised Federal, State, Local or DOE publications, on their programs/projects;
- (g) Perform field observations, evaluate work control documents, participate in development of onsite contractor worker safety and health programs, ~~provide daily project summary reports~~, and respond to issues in assigned areas including, but not limited to the following subtasks:

1. Work Packages;
 2. Job Hazard Analysis;
 3. Procedure Adherence;
 4. Training Requirements;
 5. Activity Hazard Analysis;
 6. Engineering Evaluations;
 7. Radiological Work Permits;
 8. Technical Safety Requirements;
 9. Accurate Supervisor /Station Logs;
 10. Nuclear Safety Criticality Compliance;
 11. Employee Participation and Feedback;
 12. Processing System Design and Application, and
 13. Radiological and Hazardous Material Controls.
- (h) Assist PPPO in its reviews to ensure compliant document submittals to meet regulatory milestones and requirements, including work authorizations, regulatory agreements, permit submittals, work plan requirements, and Director's Final Findings and Orders/Administrative Orders (DFF&Os/AOs) (e.g., Regulatory Activity Oversight, Assessment and Tracking Report);
- (i) Provide geology and hydrology technical oversight support to PPPO including, but not limited to: trichloroethylene degradation, monitored natural attenuation, technical impracticability waivers, and groundwater modeling;
- (j) Assist in the development of reports and correspondence associated with DOE Headquarters (HQ) requests including, but not limited to: Agreements Milestones and Decision Documents (AMDD) reports and annual Environmental Management System (EMS) reports (e.g., Agreements milestones and decision document report).
- (k) Provide engineering oversight support of PPPO onsite contractor cylinder processing systems, utilities, power operations, fire protection, and other site systems that require technical support and understanding of the design, makeup, and functions of these systems.

The Contractor shall assist PPPO with environmental compliance and reporting associated with requirements such as Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Toxic Substances Control Act (TSCA), National Environmental Policy Act (NEPA), and North American Electricity Reliability Council (NERC). Provide Regulatory / Paducah Federal Facility Agreement (FFA) document oversight.

In support of DOE Order 436.1 Departmental Sustainability and other applicable statutes, regulations and Executive Orders, and in recognition that harm to the environment, including from greenhouse gas (GHG) pollution and electronic equipment manufacturing and disposal, has quantifiable costs and negative impacts on the economy and federal agency operations, it is the Government's intent to encourage contractors to adopt corporate sustainable practices. The Contractor shall develop, implement and maintain a PPPO Sustainability Plan (to include having an internal plan for pollution prevention, waste minimization, electrical efficiency, etc. for federal and support contractor activities), and submit to the Contracting Officer for approval 90 days from NTP and shall update annually.

The Contractor shall also implement and assist with annual reviews of the PPPO Quality Assurance Program Plan (QAPP) and ensure that all work products produced comply with the PPPO QAPP. The Contractor shall provide NQA-1 certified lead auditors to perform PPPO audits and surveillances as specified in the current PPPO Assessment Plan. Work activities include, but are not limited to:

- a) Perform QA Independent Assessments and surveillance of PPPO Project activities in accordance with the current PPPO Assessment Plan, or as needed;

- b) Perform QA audits and surveillances; provide oversight support during management assessments; provide QA support for accident investigation reporting, and Readiness Reviews, and support PPPO with external assessments;
- c) Oversee compliance and implementation of control of Suspect/Counterfeit Items (S/CIs), safety issue corrective actions, and safety software quality assurance.
- d) Provide QA and review support for declassifying documents and/or buildings in relation to D&D, Deactivation and Remediation (D&R), or Surveillance and Maintenance (S&M) work.
- e) Manage and maintain the PPPO Federal System Software QA plans and programs.
- f) Assist with drafting and updating PPPO QA documents such as PPPO policies, plans and procedures, and coordinate QA program updates, and in accordance with DOE O 414.1, Quality Assurance, requirement 4.b.(2) provide a draft annual review summary and update to the PPPO Quality Assurance Program Plan (as directed by CO).
- g) Develop audit and surveillance plans including Criteria Review Approach Documents for audits and surveillances.
- h) Develop final audit and surveillance reports and coordinate factual accuracy of audit and surveillance reports.
- i) Track QA deliverables submitted under this contract, as well as those submitted by the onsite contractors.
- j) Review DOE directives as they relate to the PPPO functions, responsibilities and authorities; provide implementation recommendations and possible impacts to existing programs and processes.
- k) Provide reviews for onsite contractors' recurring events analysis as required by DOE O 232.2, Occurrence Reporting and Processing of Operations Information.
- l) Provide support to PPPO in reviews of onsite contractors' design and construction packages for technical content and overall project performance efficacy.
- m) Develop and maintain a database to record onsite contractor performance in the areas of non-conformances, issues or deficiencies, corrective actions and corrective action closure and verification.
- n) Maintain the Management Tracking System.
- o) Prepare and distribute "Lessons Learned" reports to encourage improvements of onsite contractor performance.
- p) Ensure quality records are identified, stored and maintained (regardless of media) in accordance with PPPO-5105984 *USDOE PPPO Quality Assurance Records Procedure*, the PPPO Quality Assurance Program Plan, the NQA-1 and the National Archives and Records Administration (NARA) by incorporating the NQA-1 requirements into the federal records lifecycle.
- q) Provide document reviews.

C.3 General Oversight Work Activities

The Contractor shall provide PPPO with project and contract management oversight by monitoring and evaluating all of the onsite contractors (Portsmouth D&D and Portsmouth Infrastructure, Paducah D&R and Paducah Infrastructure, and OSMS at both sites) requirements compliance and performance. The Contractor shall utilize their personnel to ensure consistency is met, to the extent practical, for all contracts to support the One PPPO Vision.

Contractor personnel shall be expected to perform the activities described in this PWS with minimum oversight and guidance by PPPO, while in compliance with all applicable PPPO procedures. This work shall also be completed, to the extent practical, without interfering or further burdening other PPPO contractors or federal staff. The Contractor shall ensure that duties are performed in a competent,

professional manner that meets established milestones and adheres to schedules as established by PPPO. Work products are expected to be thorough, timely, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. The Contractor shall maintain the confidentiality of information as dictated by the requesting federal party and overall DOE standards of ethics and professional behavior. The Contractor shall provide technical assistance necessary to support PPPO program areas stated in the PWS.

The Contractor shall perform oversight and provide information to support the evaluation of PPPO onsite contractor performance through all phases of a project/facility's lifetime and its associated activities which may include:

- Construction may include reviewing designs and assistance in overseeing implementation of field operations.
- Active operations and processing may require engineered knowledge of systems of process facilities (that of DUF6 Conversion Facilities and the X-340 Complex), utility systems and the associated safety mechanisms, and site functions.
- S&M may include site functions to include oversight and information gathering pertaining to facility, building, and equipment inspection and also assist PPPO with compliance of maintenance activities to assure equipment and facilities are appropriately maintained for the proposed lifetime.
- Remediation activities may include reviewing site remedies, reports, data, and oversight of field implementation.
- Deactivation and demolition activities may include but are not limited to: vent and purge work activities; cell housing panel removal; cutting, segmenting, dismantling, cleaning, capping, and removal of targeted process and auxiliary equipment; de-energizing; Criticality Accident Alarm System (CAAS) down grading; isolation of fire suppression systems; removal of hazardous chemicals/materials; structural demolition; and associated size reduction and waste disposal of the debris.

The Contractor shall support PPPO management with oversight of the OSMS contract which encompasses DUF6 Conversion Facilities operations, ongoing nuclear operations including Portsmouth X-340 Complex, power operations, waste management, utilities, power operations, safety envelope, and all cylinder transfer operations. The Contractor shall provide engineering support for field operations and management assistance for these OSMS operations to assure all conversion systems maintain appropriate functionalities to meet design and processes.

Oversight of program requirements for all PPPO site contractors includes, but is not limited to: utility optimization, system engineering, environmental management, field investigation and sampling, characterization, nuclear regulatory compliance, Applicable or Relevant and Appropriate Requirements (ARARs) interpretation, waste management, waste packaging, health and safety, security, radiation protection, training, Conduct of Operations, Quality Assurance, nuclear materials control & accountability, safety envelope, nuclear material storage, property management, waste disposition, transportation, verification of corrective actions, incident investigations, field services support, on-site Work for Others activities, subcontracts, and other areas as directed.

The Contractor shall perform oversight in accordance with PPPO procedures and processes. Compliance is to be assessed at all levels of documentation and implementation and the requirements may include verification of compliance with Regulations, Permits, Policies, Procedures, briefings, plan of the day instructions, and work level performance. Review includes contract submittals and Deliverables, schedules at all levels of work authorization, planning, and execution, and documentation for the

identification, control, mitigation, prevention, and response to hazards to personnel, equipment, and the environment.

Oversight shall be conducted through a combination of direct field observation and documentation verification, interviews of workers and management, attendance at various briefings and pre-job meetings or critiques, participation in drill and exercises, monitoring of training and participation in meetings. Oversight shall be conducted as scheduled and unscheduled surveillances, assessments, Management Assessments, Readiness Assessments, Operational Readiness Reviews, Critiques, and participation in Investigations, Drills and Exercises.

Oversight may include performing photographic documentation and appropriate security reviews of ongoing work activities onsite, preparation of surveillance reports, entry of issues into the corrective actions database, and analysis of trends. Oversight may occur on back shift, holidays, and weekends in addition to normal work-week schedules.

The Contractor shall provide support to PPPO for Special Projects which may result as program decisions are made throughout the D&D, D&R, S&M and OSMS process. Work activities may include review and analysis of design and construction plans and related data. Future actions may include support for transfer of site facilities currently under lease to site tenants back to PPPO. The Contractor shall identify, track, monitor and report special work activities as required.

The Contractor shall provide support to PPPO for other PPPO contracts including, but not limited to:

- a) Power;
- b) Natural gas;
- c) Cost recovery tracking; and
- d) Cost recovery for services to others.

C.3.1 Technical Oversight Work Activities

Work activities include, but are not limited to:

- a) Provide technical oversight (surveillance, walk-throughs, audits, and any other form of operational review) of all phases of on-site contractor operations, system processes and work activities (including all systems under the OSMS contract such as DUF6 Conversion Facilities, X-340 Complex and remaining plant facilities) in both normal and off-normal conditions, and provide a compliance status, recommendations for resolution, and/or reports to PPPO on a daily, weekly, or other specified frequency. The Contractor shall be knowledgeable of all OSMS systems, operations, design, processes, plant test and startup requirements;
- b) Evaluate on-site contractor's compliance with applicable requirements or Regulations and against all applicable programs and procedures including but not limited to the Quality Assurance Surveillance Plan (QASP); Safety Basis; and Work Plans;
- c) Maintain files, photographs, checklists, and other information collected as part of PPPO site contractors' work scope QASP reviews and maintain a database or other system sufficient to produce the monthly QASP reports. Develop, review and submit to PPPO the monthly QASP reports for the site contractors by the 10th of each month.
- d) Provide technical review of documents, plans, programs, procedures, deliverables, and other items (e.g., critical decision milestones, Design Work Packages, Optimization Plans, utility isolation plans (to ensure security, emergency plans, accident alarms, etc., concur with site safety requirements)) as directed, providing document sufficiency information to PPPO;
- e) Review the on-site contractor's work status, progress, and schedule; develop and review cost estimates; review subcontracts and other contractual agreements; verify fixed-price work

- accomplishment against schedule; and review and comment on invoices. This may entail maintaining access requirements to contractor's databases and intranet.
- f) Assist PPPO in the management of the on-site contractor's subcontracts, and provide technical review and comment on contract changes including major system upgrades, modifications, and retrofits;
 - g) Assist PPPO with drafting of contract documents, letters, reports, briefings, presentations; develop checklists; and other correspondence as requested related to the on-site contractors. Support PPPO with determining the adequacy of comment resolutions and providing timely responses and document revisions. Provide recommendations to PPPO with adequately written justification, and support PPPO's timely resolution of all issues identified by the Contractor, by PPPO, or by other outside stakeholders;
 - h) Provide inspection and technical evaluation of all aspects of the on-site contractor's waste management activities including, but not limited to: packaging, staging, storage, transportation, and permits for all waste types (e.g., LLW, MLLW, TSCA, municipal, recycled, and non-characterized) including treatment and storage permit requirements and modifications.
 - i) Assist in the evaluation of site waste profiles and treatment plans, site waste management plans and procedures, forecasts and reporting (e.g., Radioactive Waste Disposition, Shipping Forecast and Accomplishment Analysis Report), quarterly and annual reports;
 - j) Provide compliance assessment support for the North American Electric Reliability Corporation (NERC) activities;
 - k) Provide tracking and validation of the site contractors' Performance Based Incentives (PBIs) and other value-added technical contributions; and
 - l) Provide technical support of the de-leasing of facilities including, but not limited to, walk downs, review of data, and checklist development.

The Contractor shall provide PPPO with technical and management support of the potential Paducah On-Site Disposal Cell (OSDC) pre-design geotechnical documents, siting and design criteria documents at the 30%, 60%, 90%, and 100% design. The Contractor shall provide review and oversight of OSDC Design Engineering packages associated with the OSDC Design and Construction under the Waste Management Program.

Work activities include, but are not limited to:

- a) Participate in technical and status summary meetings conducted;
- b) Facilitate and coordinate review of OSDC Design and Construction technical documents by appropriate PPPO staff;
- c) Provide technical review of pre-design geotechnical, siting and design criteria, 30%, 60%, 90% and 100% OSDC design engineering documents; and
- d) Ensure that review comments receive adequate responses, so that PPPO can close out the review and approval process.

C.3.2 Regulatory Oversight

The Contractor shall provide oversight support in accordance with PPPO procedures and processes of the overall administration of PPPO's responsibilities under the Portsmouth Directors Final Findings and Orders (DDF&O) and Paducah Gaseous Diffusion FFA, to include verifying field activities are in compliance with regulatory documents such as Operation and Maintenance Plans and Work Plans.

Work activities under this task include, but are not limited to, the following subtasks:

- a) Participate in project meetings, review and comment on regulatory documents, and consolidate comments for transmittal to the contractors;

- b) Assist PPPO with tracking the status of documents, meeting action items, field activities, and other actions associated with the CERCLA projects at the site;
- c) Maintain a current understanding of all deliverables required under the DDF&O and FFA;
- d) Track and report on compliance with administrative and enforceable milestone requirements;
- e) Prepare stakeholder correspondence (regulator and other) and transmittal documentation to track all PPPO communications;
- f) Maintain a deliverable schedule;
- g) Support and coordinate potential schedule changes based on negotiated dates for lower tier deliverables throughout the process;

- h) Support ongoing development of a Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) implementation strategy to pursue D&D objectives; and
- i) As requested, provide facilitation support to PPPO including, but not limited to, regulator, DOE, and stakeholder meetings, workshops, seminars (e.g., FFA Managers' Meeting).

C.4 Nuclear Material Management Oversight

The Contractor shall provide oversight of nuclear material management at PPPO Sites including, but not limited to, technical analyses, expert advice, and short turnaround assignments for special projects as requested. The Contractor shall provide experienced and knowledgeable personnel to support PPPO, in areas of S&S (assisting Senior Nuclear Materials Control and Accountability (NMC&A) Specialist), nuclear safety, excess uranium inventory history, uranium inventory management, characterization, processing, storage, packaging and transportation, value estimation and trending, marketing, and disposition. The Contractor shall provide direct support to PPPO operations, as needed, to meet programmatic goals and objectives.

Work activities include but are not limited to the following subtasks identified below.

- a) Support independent assessments of the NMC&A Program and application of NMC&A practices in accordance with DOE requirements.
- b) Provide independent assessment of Physical Security and Safeguards and Security programs for the protection of special nuclear materials to assess compliance with DOE requirements.
- c) Provide special project coordination and support for activities such as International Atomic Energy Agency (IAEA) initiatives, securing Helium-3 (He3) tubes and portable Criticality Accident Alarm System (CAAS) units from other sites, transfer of autoclaves to support other program offices, and support for the work-for-others historical activities.
- d) Provide support for PPPO excess uranium inventory management, including, but not limited to, the following subtasks:
 - 1. Provide technical support to PPPO management in planning for the disposition of uranium inventories, including, but not limited to, activities such as updating the PPPO inventory data included in the DOE Excess Uranium Inventory Management Plan and maintaining oversight of ongoing activities and plans to ensure consistency with PPPO plans and policies.
 - 2. Establish and maintain current and accurate data relative to DOE uranium inventories at PPPO sites. This data shall include location, quantities, count of containers/cylinders, characteristics, disposition path, marketability, potential shipping and transfer issues, and estimated market value. Data shall be developed proactively and maintained in the form of tables, graphs, and schedules. Data shall be provided, as appropriate, in briefings and meetings with PPPO management, and maintained for ready reference in responding to PPPO

- management needs for up-to-date information. The Contractor shall provide a Nuclear Material Management/Disposition Activity Oversight, Assessment and Tracking Report, as required. This will require coordination with all PPPO sites to provide total inventory management for reporting on material handled across the PPPO.
3. Document and maintain a uranium processing history for the United States uranium industry from which the PPPO excess uranium inventories are a legacy. This historical documentation will provide information essential for the identification and understanding of the characteristics of the uranium now in the PPPO inventory.
 4. Maintain a history of uranium, uranium conversion, and separated work unit market prices and optimum tails for enrichment.
 5. Maintain uranium database information to meet DOE requirements.
 6. Provide alternative data representation as appropriate to meet PPPO needs.
 7. Provide technical expertise and support to assist PPPO with planning and evaluation associated with disposition alternatives for the higher-value DUF6 inventories at the PPPO.

C.5 Nuclear Safety Basis Oversight and Safety Management Program Support

The Contractor shall provide technical support in the area of nuclear safety basis for all Federal and contractor programs and oversight of safety basis implementation activities to include safety management program support. The Contractor shall review and comment in a timely fashion on safety basis revisions for the PPPO sites. There may also be safety basis changes that occur as a result of Un-reviewed Safety Questions (USQ), as well as annual updates to current requirements. This task will include updates based on USQ results or Potential Inadequate Safety Analyses (PISA), as well as continued annual updates for existing nuclear facilities. The Contractor shall provide oversight of the annual assessments of the USQ process. This work activity is required to be in accordance with 10 CFR 830, Subpart B.

Work activities include, but are not limited to, the listing below.

- a) Provide general DOE Nuclear Safety and Nuclear Criticality Safety Support such as, but not limited to, technical evaluations, performance of assessments, surveillances, development of technical position papers, field observations of contractor performance, tracking and trending of contractor performance and related issues.
- b) Development of Safety Basis documents such as Nuclear Criticality Safety Evaluation (NCSE) and Nuclear Criticality Safety Reports (NCSR).
- c) Technical review of any safety basis changes that occur (e.g., as emerging from Readiness Reviews). Anticipated work activities include participation in interface meetings between PPPO and the Contractor, review of draft and final changes, and preparation of Safety Evaluation Report (SER) revision(s).
- d) Contractor shall facilitate safety basis implementation work activities, including providing technical support to PPPO including Facility Representatives, safety systems, oversight engineers and other technical staff.
- e) Contractor shall develop and provide training and orientation of the Facility Documented Safety Analysis (DSA), safety basis and Technical Safety Requirements (TSR).

- f) As part of the oversight of any safety basis changes anticipated work activities shall include participation in meetings between PPPO and the onsite contractor(s), review of USQ results, review of change submissions and review of Safety Evaluation Report (SER) revision preparation.
- g) Provide assistance with safety basis related assessment activities, such as annual USQ assessments.
- h) Provide safety basis review and/or independent review of SERs as needed for all PPPO nuclear facilities.
- i) Provide assistance to PPPO in addressing any emerging nuclear safety issues, initiatives, or external assessments.
- j) Provide oversight of nuclear safety, NCS and NDA measurements including general nuclear safety oversight activities such as document reviews and assessments and walk downs.
- k) Assist in development and implementation of the PPPO NDA measurement oversight procedures including finalizing plan, implementing oversight plan and administering the performance demonstration plan.
- l) Support PPPO during discovery of any PISA and any follow-on reviews.

The following requirements are anticipated to support PPPO nuclear safety work activities.

- a) Reviews of Safety Basis submittals and changes to PPPO nuclear facilities. Facility Tours and Walk downs within 10 calendar days after site contractor submittal of draft safety basis and a trip summary as requested by PPPO with recommendations and conclusions.
- b) Complete technical review and provide written comments to the contractors on draft DSA and TSR changes 30 days after submittal to PPPO. Provide written comments and input to PPPO project correspondence.
- c) Prepare a SER on safety basis changes formally submitted to PPPO 30 days after submittal to PPPO. Provide input to PPPO project correspondence.
- d) Provide Independent Review of PPPO SERs (e.g., General PPPO Nuclear Safety Support). Complete technical review and provide written comments to PPPO staff 10 Days after submittal to PPPO. Provide written comments, including recommendations and proposed fixes, as well as input to PPPO project correspondence.
- e) Assist PPPO in addressing emerging nuclear safety issues, initiatives, or external assessments (e.g., General PPPO Nuclear Safety Support).
- f) Provide direct input and recommendations on proposed or final DOE HQ nuclear safety policies and assessment activities promptly, typically within five (5) days after identification.
- g) Provide documentation and/or white papers outlining issues and recommendations.
- h) Assist PPPO in nuclear safety training and procedures development (e.g., General PPPO Nuclear Safety Support).
- i) Develop draft training materials and/or PPPO procedures, typically within three (3) weeks after identification. Provide written training materials and procedures as requested.

Work activities under nuclear safety, NCS, Radiation Protection, NDA measurements include, but are not limited to the following subtasks that may be conducted with other tasks under this contract.

- a) Provide general technical support to PPPO Radiation Protection personnel.
- b) Evaluation of radiological release documentation of onsite contractors in accordance with the Multi-Agency Radiation Survey and Assessment of Materials and Equipment (MARSAME) requirements for statistically adequate sampling strategy.
- c) Evaluate/assess practices of onsite contractors pursuant to DOE O 420.1, DOE O 450.2, 10 CFR Part 830, DOE O 458.1 (or 5400.5 if applicable), and associated contractor policies and

- procedures including performing one (1) observation of a free release survey at a minimum per year. This includes performing an assessment of technical basis documents and ensuring that their policies and procedures are comprehensive, protective, and cost effective.
- d) Review onsite contractors' Radiation Protection Program procedures, instrumentation, survey technique, survey documentation, training, and records management. This includes performing an assessment of processes and procedures to ensure that the contractors' program is comprehensive, protective, and cost effective.
 - e) Review onsite contractors' radiological submissions including, but not limited to, National emissions Standards for Hazardous Air Pollutants, External Gamma, Annual Exposure Reports, and Radiation Survey Plans including recalculation of raw data to data is properly calculated and reported.
 - f) Perform statistical analysis and assessment of health physics data in support of radiation protection and environmental remediation efforts onsite. This subtask includes the development and implementation of the PPPO radiation protection oversight program.
 - g) Perform verification analysis of radiological program outputs, including, Residual Radioactivity (RESRAD), RESRAD-OFFSITE, CAP88, Radon Emanations (U-WISE), and other programs that produce technical data used in support of nuclear safety and radiation safety.
 - h) Participate with PPPO at the FFA Manager Radiation Support Group meetings.
 - i) Assess PPPO and onsite contractors' program with the evaluation of technical standards and DOE Orders relating to radiation protection.
 - j) Develop, publish and disseminate lessons learned reports and technical position papers that promote the PPPO mission. Communicate and share PPPO program status and achievements across the complex through DOE site visits, attendance at national conferences associated with DOE activities, such as the American Nuclear Society and the Energy Facilities Contractor Group (EFCOG).
 - k) Develop and implement procedures, training materials and qualification programs that support PPPO.
 - l) Develop briefing reports for informing PPPO management and develop responses for DOE HQ memoranda.
 - m) Provide technical support (including field oversight, technical reviews, performance of investigations, and development of technical reports) for the safety systems oversight program.
 - n) Provide technical expertise and support in the following areas on an ongoing and on an as needed basis:
 - 1. explosion analysis;
 - 2. cost (e.g. estimating associated with engineering related activities);
 - 3. process chemistry;
 - 4. corrosion;
 - 5. metallurgy;
 - 6. physics;
 - 7. demolition;
 - 8. software engineering and quality assurance;
 - 9. electrical engineering;
 - 10. mechanical engineering;
 - 11. seismic analysis;
 - 12. civil engineering;
 - 13. gaseous diffusion process engineering;
 - 14. instruments;
 - 15. process testing;
 - 16. failure analysis;
 - 17. investigation expertise;

18. lessons learned;
 19. human factors;
 20. NDA;
 21. training and qualification expertise;
 22. hoisting and rigging specialists;
 23. robotics specialists; and
 24. fire protection engineering.
- o) Provide oversight support for the emergency management programs. This includes the observation and evaluation of drills and exercises, monitoring and reporting of site contractors' performance of all aspects of the emergency management programs. Interface and communicate with the DOE HQ and other DOE sites on the appropriate subjects related to emergency management programs.
 - p) Provide oversight of PPPO Quality System NDA programs in accordance with the PPPO Quality System for Nondestructive Assay Characterization. This includes the development and implementation of PPPO policies, standards, directives, procedures, and associated technical basis documents. The oversight also includes the development and implementation of a Performance Demonstration Program (PDP). Provide the technical expertise and support required to identify and develop recommendations for improving the NDA program for inclusion into PPPO contracts that implement the goals and objectives associated with the PPPO mission.
 - q) Provide oversight of PPPO Nuclear Criticality Safety (NCS) programs. This includes the development and implementation of PPPO policies, standards, directives, procedures, and associated technical basis documents. Provide the technical expertise and support required to identify and develop recommendations for improving the NCS program for inclusion into PPPO contracts that implement the goals and objectives associated with the PPPO mission.
 - r) Provide oversight support for the fire protection programs. This includes the observation and evaluation of drills and exercises, monitoring and reporting of site contractors' performance of all aspects of the fire protection programs. The oversight includes the review and evaluation of Transitional Fire Hazards Analysis (TFHAs) that require PPPO approval, the development of recommendations for the implementation of DOE O 420.1 requirements, the development of recommendations for implementing the Baseline Needs Assessments (BNA) and maintain and improve the infrastructure associated with the fire protection systems. Interface and communicate with the DOE HQ and other DOE sites on the appropriate subjects related to fire protection programs.
 - s) Provide oversight of the maintenance programs including deferred maintenance and safety related systems, structures and components. This includes tracking and trending of contractor performance, development, review and maintenance of databases (both PPPO and its contractors), the development and tracking of metrics, policies, procedures, and technical evaluations.
 - t) Provide oversight in the area of data management including generation, quality assurance, quality control, validation, archiving, and third-party review.
 - u) Provide oversight and management of historical information that is important and beneficial to the PPPO mission. This includes the identification, review, analysis, evaluation and archiving of historical information in a variety of existing forms.
 - v) Provide oversight of Industrial Hygiene and industrial safety programs.
 - w) Provide support for the PPPO Facility Representative program.

C.6 Environmental Risk Assessments

The Contractor shall provide senior-level experienced and qualified personnel to provide risk assessment analysis/review of federal and site contractor risk documents for the project. This task requires

coordination and attendance at technical meetings and periodic travel to Nashville, Tennessee; Lexington, Kentucky; Picketon, Ohio; and Paducah, Kentucky.

The Contractor shall review and comment on a variety of documents, figures, tables, and modeling results and provide QA/QC on risk-based information including, but not limited to: detection limits, background data, action- and no-action levels, preliminary remediation goals, remediation goals, remedial action objectives, screening levels, and human health and ecological risk & hazard calculations, calculation packages. Develop revisions of applicable risk assessment and evaluation documents, quality assurance project plans, and coordinate reviews of environmental work plans, sampling plans, remedial investigations, and decision documents containing environmental risk evaluations or assessments.

Assist PPPO with the preparation and participation in technical meetings including Paducah and Portsmouth Risk Assessment Working Group meetings, Paducah Modeling Working Group meetings, Paducah Programmatic Quality Assurance Plan Working Group meetings and meetings related to remedial and removal decisions.

C.7 Information Technology (IT) and Cyber Security Operations

The Contractor shall provide IT and Cyber Security Operations management and support for all related activities to support the PPPO Federal IT infrastructure in accordance with the requirements in Section H.51, *Information Technology and Cyber Security Requirements*.

C.7.1 IT Support Services

The Contractor shall report any scheduled or unscheduled service outages to itoutage@pppo.gov, or if email services are not available, to the PPPO Cyber Security Program Plan Cyber Incident Escalation list by alternate communication methods. Examples of service outages include:

- Applications or services that have the potential to impact safety;
- Applications or services that have the potential to impact regulatory compliance;
- Applications or services that are identified in Mission Impact Analysis; and
- Applications or services that are identified in the Continuity of Operations Plan.

The Contractor shall provide two weeks advance notice prior to scheduled outages. Unplanned outages shall be reported as soon as practical. The notification shall include the services impacted, reason for the interruption, duration, estimated start and stop times, and the equipment, network connectivity, and buildings affected as applicable.

C.7.1.1 IT Management and Support

The Contractor shall maintain reliability and functionality of the PPPO systems along with coordinating with the Federal IT specialists to ensure the PPPO IT/Cyber Strategic Plan is aligned with DOE Office of Environmental Management (EM) and the Office of the Chief Information Officer (OCIO) goals and activities. The Contractor shall provide the PPPO IT/Cyber Strategic Plan annually to the PPPO CIO for approval. The IT manager shall provide monthly briefings to PPPO IT specialists and management on all IT activities. The IT Manager shall be responsible for all IT related documentation.

These work activities include, but are not limited to, the following subtasks:

- a) Daily management functions;
- b) Helpdesk activities;
- c) Application development status;
- d) Procurement status;
- e) Documentation creation and annual reviews of internal work plans, procedures, diagrams, etc.;
- f) Training status;
- g) Outages and uptime statistics;
- h) Technology recommendations;
- i) Budget status;
- j) IT Portfolio Management (ITPM), Capital Planning and Investment Control (CPIC), Enterprise Architecture (EA), Technology Business Management (TBM), and Federal Information Technology Acquisition Reform Act (FITARA) Governance Automation (FGA) activities; and
- k) Coordinate PPPO-wide training for common technology used across the PPPO

C.7.1.2 Project Management and IT Coordination

The Contractor shall carry out all projects and tasks related to IT in line with the PPPO IT/Cyber Strategic plan. The Contractor shall maintain the IT project plan and coordinate all IT tasks in accordance with the strategic plan and technology needs of the PPPO Federal IT infrastructure and IT support services. The Contractor shall provide a monthly project report on the status of all projects including delays, change of priority and project completion. The IT project plan shall be maintained in Microsoft Project hosted within the PPPO SharePoint Project Web Application (PWA) instance for real time tracking of projects. The Contractor shall lead and execute PPPO-wide technology projects through the full project lifecycle. All projects shall be assigned priorities that are approved by PPPO management and may require additional status meetings based on these priorities.

C.7.1.3 IT and Cyber Security Documentation

The Contractor shall create and maintain IT and Cyber Security Documentation based on input from technical personnel including the IT Manager and includes annual reviews and updates. This documentation will include all plans, policies, procedures, diagrams and all other general documentation related to operations and project functions in IT and Cyber Security.

C.7.1.4 End User Support and Helpdesk Services

The Contractor shall establish, engineer, implement and maintain the desktop infrastructure and provide desktop service for problem resolution for PPPO federal and Contractor support personnel at all three (3) sites; Lexington, Portsmouth and Paducah. In order to ensure that PPPO personnel experience minimal computer down time, the Contractor shall provide a minimum of one Help Desk technician to cover the phones for all three sites during regular business hours 7:30 a.m. – 6:30 p.m. Eastern Standard Time (EST) Monday-Friday, excluding Federal holidays. Evening (between the hours of 6:30 p.m. and 10:00 p.m. EST) and weekend coverage (between the hours of 7:00 a.m. and 10 p.m. EST) on-call, shall be made available. Outside of normal business and on-call hours, IT support will be provided at a best effort level- The Contractor shall ensure the availability of Helpdesk services for the PPPO user base centralized in Lexington, KY. Email and voicemail shall be available to the user base to request assistance and/or report a problem. The Contractor shall ensure that workstation and network problems

encountered by federal and contractor personnel at PPPO are resolved as promptly and completely as possible. A Helpdesk service level agreement (SLA) shall be created, maintained, and submitted for approval, to meet helpdesk goals in which high priority tickets shall be responded to within one (1) business hour, high priority tickets within two (2) business hours, medium priority tickets within eight (8) business hours, and low priority tickets within twelve (12) business hours.

Work activities under this task include, but are not limited to, the following subtasks:

- a. Desktop and local printing setup;
- b. Office-specific help desk and site support;
- c. Application support;
- d. Entrust Support;
- e. Microsoft Teams / Video Teleconference (VTC) support for all sites;
- f. Remote Access troubleshooting (not to include support of personal equipment);
- g. Site-specific troubleshooting for hardware and software; and
- h. Additional hardware requirements for new equipment;
- i. Provide desk-side assistance to resolve hardware and software problems;
- j. install new hardware and software at user's desktop;
- k. maintain Government hardware in good working order;
- l. document inventory changes, and
- m. maintain the upkeep of storage areas.

The Contractor shall maintain spare hardware to support on-site end user needs in case of failures at all (3) PPPO sites.

C.7.1.5 Network Operations and Systems Support

The Contractor shall establish, implement and operate the PPPO networks, including:

- a) Acquisition, installation, configuration and testing of all necessary hardware and software;
- b) Maintaining file servers, Exchange/Outlook/O365 electronic mail post offices and any message transport agent, remote access capabilities, security on servers, network and server resource monitoring, proactive maintenance and data backups;
- c) Establishing and maintaining email configuration and connectivity, and troubleshooting email-related problems;
- d) Supporting Records Management by ensuring compliance with Electronic Information System (EIS) requirements in 36 CFR 1236.
- e) Deploying and maintaining a wireless network infrastructure at all three (3) PPPO sites including internal, employee personal and guest network connectivity;
- f) Deploying and maintaining Point to Point (PtP) wireless connectivity between the Lexington facilities;
- g) Supporting VoIP phone system infrastructure for Lexington and future expansion to the sites;
- h) Supporting the National Security System (NSS) across all three (3) PPPO sites;
- i) Supporting the Communications Security (COMSEC) program;
- j) Optimizing the performance, reliability and availability of the PPPO network infrastructure and shared resources, including:
 - i. Server tuning;
 - ii. Maintaining backup equipment, schedules, validation and offsite storage;
 - iii. Patch Management to include software, OS and firmware;

- iv. Risk analysis and disaster recovery planning; and
- v. Evaluation and implementation or coordination of cable and network equipment upgrades.
- k) Maintaining user accounts on the network including:
 - i. Creation of new user login ID's and file directories;
 - ii. Disabling user accounts as users leave or are reassigned;
 - iii. Deleting user accounts as requested or as users leave or are reassigned;
 - iv. Mapping users to appropriate shared directories and files and ensuring rights are administered at the correct level;
 - v. Ensuring appropriate user access to network-based applications, network printers, and print queues;
 - vi. Administration of shared resources, i.e., Microsoft Exchange, VMware, Lync, shared directories, virus protection, security implementation, website support, etc.;
 - vii. Network security planning and implementation (remote users, access audits, firewalls, physical access controls); and
 - viii. Providing prompt and timely notification of network or server outages of any type.

C.7.1.6 Shared Services Environment

The Contractor shall implement, maintain and support a shared services environment that will support the external facing web applications and PPPO Public Key Infrastructure (PKI). The shared services environment will be utilized by PPPO staff and other PPPO contractor organizations as a centralized location for document sharing, collaboration and general use services.

Work activities under this task include, but are not limited to the following subtasks:

- a) Shared services domain and infrastructure;
- b) Database systems;
- c) SharePoint;
- d) Sharepoint collaboration sites;
- e) Mail relay;
- f) Web presence;
- g) CRL hosts;
- h) Risk Tracking System;
- i) External applications;
- j) Backups and disaster recovery planning; and
- k) Other support systems.

C.7.1.7 Software/Application Development and Support

The Contractor shall test, implement and support any Commercial off the Shelf (COTS), Government or contractor developed software/application on the PPPO network. Additionally, the Contractor shall develop new applications as requested by program areas within the PPPO to enhance efficiency and effectiveness of these areas. Along with developing new applications and systems the Contractor shall also provide the day-to-day operational support for existing custom applications and new systems as developed. The Contractor shall manage all new application development in house unless the task requires additional effort beyond basic report or web interface development and shall manage all subcontract efforts for this level of effort as required by the PPPO mission. The Contractor shall also support all applications and supporting systems within in the environment, including, but not limited to:

- a) Acquisition, installation, configuration and testing of all necessary Database platforms; Optimizing the performance, reliability and availability of the PPPO Infrastructure Databases, including:
- b) server tuning;
- c) maintaining code and backups in Azure DEVOPS;
- d) updates;
- e) training;
- f) user support;
- g) Administration of software and applications, including user setup, account creation, account maintenance and license tracking;
- h) Administration and deployment of Microsoft SharePoint and supporting modules, including user setup, account creation, account maintenance; and
- i) Administration and maintenance of the PPPO Applications Environment for all three (3) PPPO sites.

C.7.1.8 Database Administration

The Contractor shall plan, test, implement and support any Database on the PPPO Federal IT network, including:

- a) Acquisition, installation, configuration and testing of all necessary Database platforms; and
- b) Optimizing the performance, reliability and availability of the PPPO Infrastructure Databases, including:
 - i. server tuning;
 - ii. maintaining backups;
 - iii. updates;
 - iv. training; and
 - v. user support.

C.7.1.9 Hardware and Software Compatibility Testing

The Contractor shall ensure compatibility testing of all software (including Commercially Off the Shelf (COTS) or government or contractor-developed), computers, and peripherals planned for deployment on the PPPO IT infrastructure. There shall be two (2) types of testing: platform and application. This testing shall be conducted in a test environment apart from, and configured to mimic, the live or production environment. The test environment shall be deployed and maintained alongside the production PPPO IT systems. The testing shall include startup, login, network connectivity, printing, and close down. No software shall be deployed until testing is completed. The Contractor shall provide all network compatibility testing information to the PPPO, including the Network Compatibility Testing Checklist and the Notification of Test Results forms. If the software fails the testing, the Contractor shall identify the source of the application (e.g., internal group, external group, or commercial vendor) and devise a mitigation strategy.

C.7.1.10 Asset Management

The Contractor shall manage government personal property assigned in accordance with FAR 52.245-1, *Government Property*. The Contractor shall be responsible for personal property management functions for assigned personal property (see Section J, Attachment J-9, *Government Furnished Services and Information*). The Contractor shall track the location and movement of all hardware and software owned by PPPO using the internal PPPO Inventory Management System. All Government property in the

contractor's possession shall be managed in accordance with Section I clause FAR 52.245-1 *Government Property*, 41 CFR Chapter 102, *Federal Management Regulation*, and 41 CFR Chapter 109, *Department of Energy Property Management Regulations*.

All Government Furnished Property (GFP) under this Contract is furnished on an “as is/ where is” basis. The Government makes no warranty with respect to the serviceability and/or suitability of the property for Contract performance. Any repairs, replacement, and/or refurbishment shall be the Contractor’s responsibility. Property shall be managed using a graded approach based on risk and cost. All property that has an acquisition value of \$10,000 or more shall be managed as accountable property. In addition, all property that is capitalized or categorized as sensitive and/or high risk in accordance with 41 CFR Chapter 109 shall be managed as accountable personal property. Other property may also warrant management as accountable based on cost and risk of loss. Property not managed as accountable shall be controlled administratively. These controls shall be described in the approved Personal Property Management System (PPMS). The Contractor shall disposition personal property in accordance with the Contractor’s approved PPMS, regulations referenced in the first paragraph of this section and applicable export control regulations. The Contractor’s PPMS shall include a separation of duties to ensure that records management is performed by different personnel than those who acquire, receive, inventory, and/or perform end of life disposition of property. All accountable property record retirements shall be reported to the CO or designated Organization Property Management Officer (OPMO) on a frequency approved by the CO or OPMO. Lost, Damaged or Destroyed Reports (LDDR) shall be submitted to the OPMO (or CO in absence of OPMO) for any lost, damaged or destroyed item.

Work activities under this task include, but are not limited to the following subtasks:

- a) Logging hardware and software into inventory as it is delivered;
- b) Ensuring that the hardware is stored properly;
- c) Distributing hardware as directed and approved by the Property Administrator;
- d) Tracking the hardware as it is moved from one (1) location to another;
- e) Ensuring that obsolete hardware is removed from the inventory as directed;
- f) Regularly verifying that inventory records are complete and accurate;
- g) Accessing inventory at the direction of the Subtask Monitor or Federal designate;
- h) Conducting an annual physical inventory of equipment and provide the Annual Inventory Report to the Property Administrator for approval;
- i) Assisting the Property Administrator in analyzing and researching asset discrepancies, reviewing or researching items on the Gains & Loss report, and preparing reports as needed; and
- j) Preparing inventory exit packages within two (2) days from receipt of direction from the Property Administrator.
- k) Perform and manage licensing consolidation across PPPO sites

C.7.2 Cyber Security

C.7.2.1 Federal Office Cyber Security Operations

The Contractor shall provide cyber security program design, implementation, and management at the PPPO Federal office. This includes executing programmatic and technical aspects of the cyber security program in close coordination with both Federal and Contractor Information Technology, Safeguards and Security, Legal, Human Resources, and Management personnel.

Work activities under this task include, but are not limited to the following subtasks:

- a) Ensuring the PPPO federal office and information systems under its direct operational control are compliant with applicable regulatory requirements including but not limited to the current approved version of the Portsmouth/Paducah Project Office (PPPO) Cyber Security Program Plan (CSPP). The most current version of this document can be obtained by requesting it through the Contracting Officer. Compliance with the PPPO-CSPP also requires adherence to the Department of Energy (DOE) Enterprise (E)-CSPP, DOE Office of Environmental Management (EM)-CSPP, Federal laws, regulations, directives, policies, standards and guides pertaining to cyber security, as well as interrelated DOE issuances, directives, policies, and procedures identified in DOE Order (O) 205.1, Department of Energy Cyber Security Program.
- b) Ensuring information systems supporting the federal office maintain an effective security posture and that cyber security-related risk incurred by the organization is below the organizational risk tolerance, as determined by the Authorizing Official;
- c) Conducting weekly meetings detailing topical areas such as outstanding cyber security-related projects and tasks, newly identified risks, future personnel and technology needs and operational status and health of capabilities mitigating high-impact risks such as vulnerability management and alternate processing site preparedness;
- d) Providing monthly Federal Office Roll-Up Status Reports for operations (including trending) to PPPO management on cyber security-related compliance, effectiveness of capabilities, and other operational activities to the Authorizing Official Designated Representative (AODR) for information;
- e) Providing annual review and update to the System Security Plan(s) for all organizational information systems to the AODR for approval in the PPPO Governance, Risk, and Compliance (GRC) tool;
- f) Supporting the design, implementation, and management of unclassified information systems and national security systems in close coordination with information technology personnel and ensuring appropriate security controls are employed at all phases of the system development lifecycle;
- g) Assuming the primary programmatic and technical cyber lead for federal office operations;
- h) Ensuring information systems obtain and maintain an effective Authority to Operate;
- i) Developing and maintaining cyber security policies, plans, procedures, and work instructions on an annual basis;
- j) Conducting cyber security-related information system monitoring activities;
- k) Conducting annual internal security assessment activities and documenting their results;
- l) Performing contingency planning and incident response activities;
- m) Supporting cyber security-related law enforcement investigations;
- n) Supporting the continued roll out of the National Security System (NSS) across all three (3) PPPO sites;
- o) Maintaining and supporting the Communications Security (COMSEC) program;
- p) Supporting the Information Security (INFOSEC) program;
- q) Supporting continuity of operations activities; and
- r) Conducting other cyber security operations activities as needed.

C.7.2.2 Cyber Security Role Designations

Personnel performing work in a designated cyber security role shall be appointed in writing at Contract effective date via a letter to the Authorizing Official (AO) and AODR for all unclassified information systems (e.g., general support systems, national security systems, industrial control systems).

Personnel assigned to the roles for all national security systems shall be appointed in writing at contract effective date via a letter to the AO and AODR. This letter should be marked Controlled Unclassified

Information (CUI) and handled appropriately.

Changes to personnel role designations shall be submitted via a letter to the AO and AODR within 10 days. These are roles for the unclassified and national security systems and will be assigned to the proper personnel by the IT Manager.

C.7.2.3 Role-Based Cyber Security Training

Personnel performing cyber security activities shall have role-based cyber security-specific training on an annual basis reimbursed by PPPO based on the requirements in National Institute of Standards and Technology (NIST) 800-53 and the Environmental Management Cyber Security Program Plan.

C.7.3 Technology Software and Hardware Procurements

The Contractor shall procure IT related equipment, software, tools and miscellaneous items only as directed by the PPPO. The Contractor shall submit an Annual IT Spend Plan and Annual Cyber Security Spend Plan for CO approval. Purchases may be authorized by the CO, as necessary. The Contractor shall maintain a log of all Technology Software and Hardware Procurements and shall provide timely coordination, communication, and identification of such procurements throughout the entire procurement process. As identified in Section J Attachment J-4 *License Renewals and Service Agreements*, the Contractor shall manage all existing software licenses and hardware maintenance agreements (including renewals) to ensure continuity (Table 1). The Contractor shall also ensure no interruption in services for annual and monthly service agreements by directly procuring the services identified in Section J Attachment J-4 *License Renewals and Service Agreements* (Table 2). All purchases shall follow applicable contract requirements and federal regulations.

C.8 Information Technology and Cyber Security Oversight

The Contractor shall provide support to the PPPO for independent IT oversight activities. The Contractor shall design, implement, and manage an IT oversight capability for the PPPO, assisting PPPO with assessing contractor and subcontractor IT programs and their adequacy, efficiency, and cost-effectiveness in meeting mission and mission-support needs for PPPO projects and at PPPO sites, to include the IT/Cyber infrastructure systems for the Portsmouth site, Paducah site, DUF6/OSMS Project, and the Lexington site.

Work activities under this task include, but are not limited to the following subtasks:

- a) Lead and execute PPPO-wide technology oversight projects through the full project lifecycle;
- b) Develop and maintain PPPO-wide information technology policy;
- c) Perform liaison activities with headquarters counterparts;
- d) Perform assessments of contractor performance in relation to contractual requirements;
- e) Perform assessments covering how well current technology systems support mission needs;
- f) Provide recommendations for improvements or other changes based on those assessments;
- g) Track and communicate major planned outages at PPPO sites;

- h) Monitor unplanned outages and elevate to appropriate PPPO management;
- i) Manage the information technology and cyber security oversight organization annual spend plan;
- j) Produce whitepapers and provide recommendations to PPPO management on pertinent technical and non-technical information technology-related topics, such as emerging technology and training methodologies;
- k) Provide an annual written report aggregating recommendations from assessments and other oversight activities (including lessons learned) for AODR information (Roll-Up Recommendations Report);
- l) Provide monthly oversight reports to PPPO management on activities such as current project status, assessment status, and outage statuses and trends;
- m) Conduct weekly meetings detailing topical areas such as current assessment status, upcoming assessment planning, status and health of PPPO-wide information technology infrastructure, and future personnel and technology needs; and
- n) Conduct other information technology oversight support as needed.

The Contractor shall provide support to the PPPO for independent cyber security oversight activities. The Contractor shall design, implement, and manage a cyber security oversight capability for the PPPO, assisting PPPO with assessing contractor and subcontractor cyber security programs and government-owned/contractor-operated information systems (e.g., general support systems, national security systems, industrial control systems, major applications) across its sites, to include the IT/Cyber infrastructure systems in place for the Portsmouth site, Paducah site, DUF6/OSMS Project, and the Lexington site.

Work activities under this task include, but are not limited to the following subtasks:

- a) Performing validation of organizational, programmatic, and technical security controls;
- b) Conducting vulnerability assessments, penetration testing, and red teaming activities;
- c) Conducting hunt team operations across a wide array of interconnected information systems;
- d) Conducting cyber security-related documentation reviews and documenting results;
- e) Conducting risk assessment activities and documenting results;
- f) Managing Plans of Action and Milestones for the PPPO in HQ-provided system(s);
- g) Performing enterprise vulnerability management activities in coordination with site contractors;
- h) Integrate software quality assurance and cyber security capabilities;
- i) Supporting Safeguards and Security-lead vulnerability and risk assessments;
- j) Designing and leading the execution of incident response and contingency planning exercises;
- k) Delivering technical and non-technical cyber security-related training to site personnel;
- l) Producing Security Assessment Plans and Rules of Engagement documentation for AODR approval;
- m) Supporting cyber security-related law enforcement investigations;
- n) Executing, processing, and consolidating data calls;
- o) Developing security control overlays for organizational information systems;
- p) Providing guidance to site personnel on improving security posture and reducing cyber security-related risk incurred by the PPPO from the operation of general support systems, national security systems, industrial controls systems, and major applications;
- q) Designing, implementing, and managing the infrastructure required to support technical testing activities, such as external infrastructure used for phishing exercises, infrastructure required to support collaboration among team members during testing activities, and mobile information system components (e.g., laptops, tablets) used for direct testing;

- r) Producing whitepapers and providing recommendations to the PPPO management on pertinent technical and non-technical cyber security-related topics, such as the release of new National Institute of Standards and Technology (NIST) Special Publications, new regulations and their impact, and the cyber security implications of emerging technology;
- s) Providing an annual written report aggregating recommendations from programmatic and technical assessment activities and other oversight activities (including lessons learned) for AODR information (Roll-Up Recommendations Report);
- t) Providing monthly oversight reports (including trending) to PPPO management on cyber security-related compliance, effectiveness of capabilities, and other security assessment activities;
- u) Conducting weekly meetings detailing topical areas such as current assessment status, upcoming assessment planning, status and health of infrastructure used for technical assessments, new threats to organizational information systems, future personnel and technology needs;
- v) Providing quarterly Technical Threat Assessments for AODR information; and
- w) Conducting other cyber security oversight support as needed.

The Contractor shall provide the capability to integrate team members into existing and emergent mission (D&D, D&R, OSMS, etc.) and mission-support (S&S, transportation, infrastructure, etc.) projects at PPPO and PPPO-adjacent facilities. This capability shall ensure technology is woven into the fabric of projects and operations being performed by the contractor in the field. The Contractor shall:

- a) Provide project-specific input on proposed technology solutions;
- b) Provide suggestions regarding how technology could be leveraged within the project; and
- c) Report findings and suggestions back to DOE.

C.9 Safeguards and Security (S&S) Oversight

C.9.1 Service Delivery Overview and Objectives

Security support services must be both effective and efficient. An effective system is robust, resilient, adaptive, and consistent with the changing mission needs. An effective system also must support multiple S&S programs with security management responsibilities for the protection of multiple facilities and sites with operations supporting protection of classified matter and Category III & IV (and any combination of possible roll up scenarios due to site activities) Special Nuclear Material (SNM). An efficient system operates at reasonable cost and imposes minimal burdens on the organizations carrying out primary missions at the facilities. Therefore, the objectives of this contract are to improve performance, oversight, assessment, increase effectiveness and efficiency in the execution of S&S technical security support services at PPPO.

The Contractor shall support PPPO in oversight, technical and project security efforts to assure successful and compliant security programs at the PPPO which includes Lexington and Paducah, KY and the Portsmouth, Ohio facilities. Security support staff members shall hold a “Q” access authorization and be available at each of the PPPO facilities to support DOE PPPO Federal security and management personnel. The Contractor Safeguard and Security Manager/Facility Security Officer (S&S/FSO) shall be a direct report to the Project Director and coordinate all S&S activities through the Federal Security Team lead.

The Contractor shall provide an array of site-wide technical security support functions that support security management/ Officially Designated Federal Security Authority (ODFSA) responsibilities in a secure environment protecting critical national security assets, classified material, chemicals, personnel (to include the public) and government property requiring personnel who are trained and experienced with

DOE to implement and maintain security programs at the Lexington Facilities. The Contractor shall also provide oversight assistance to the site Federal staff for the other site contractors with security scope at Lexington, Paducah and Portsmouth. A S&S Manager/FSO shall ensure the PPPO Security Survey program and related tasks are completed in a timely manner and consistent with PPPO procedures and expectations. The Contractor shall provide NMC&A support for Paducah and Portsmouth, to include termination of safeguards/material requests, survey support, assessment and oversight support of PPPO prime contractors having NMC&A scope or material. Additionally, the Contractor shall provide subject matter experts for special projects and survey support may be required on an as-needed basis.

C.9.2 Project Management and Security Coordination

The Contractor shall carry out all projects and tasks related to security consistent with PPPO's mission and with this contract scope. This includes providing both management and the administration of requirements/guidance for the S&S Programs within the PPPO Lexington Facilities and assisting with the PPPO oversight in the implementation of security measures and programs for the prime site contractors at both Portsmouth and Paducah.

The Contractor shall provide technical support directly to PPPO Federal staff. The Contractor provides overarching security subject matter expert (SME) input, cognizant support and guidance to the PPPO Federal staff, and is responsible for assisting PPPO as the Point of contract (POC) for security activities.

The Contractor shall provide highly trained and knowledgeable personnel to support PPPO security programs and oversight support. Support requires training and knowledge in NMC&A, Uranium Inventory Management, DUF6 Conversion Facilities project, Uranium Fuel Cycle Operations, gaseous diffusion operations, Safeguards and Security Program Management, Performance Assurance, Survey Programs, Safeguards and Security awareness, Control of classified visits, S&S training program, Incidents of Security Concerns and Security Management in Contracting, the Insider Threat Program, , Technical Surveillance Counter Measures (TSCM), Communication Security (COMSEC), Physical Security, Personnel Security, Information Security, Classification, CUI, CMPC, OPSEC, Protective Force Operations, Homeland Security Presidential Directive-12 (HSPD-12), Real ID Act, conducting/ maintaining & performing DOE Security Survey and Assessment programs, and the Safeguards and Security Information Management System (SSIMS).

The Contractor shall fully integrate and perform the requirements contained in this PWS at multiple sites in a manner that ensures maintenance of a seamless operational structure. This requires full integration of functions, roles, and responsibilities where more than one (1) contractor is involved in fulfilling the requirements of the overall security program. The Contractor is responsible for coordination, collaboration, and teamwork with the other site contractors, tenant organizations, other government agencies, HQ, PPPO and site users.

C.9.3 Requirements

The Contractor shall provide fully trained and qualified personnel to perform technical security support services at PPPO facilities. The Contractor shall ensure systems and processes are designed and implemented to streamline how business is performed and increase productivity to maximize mission accomplishment.

The staffing under the PWS will be dependent upon operational requirements. The Government therefore reserves the right to modify the technical work requirements as needed due to changing security requirements or methods of accomplishing security functions.

C.9.4 Lexington Security Support

The Contractor shall ensure a Senior Security Specialist has a duty station at Lexington for the PPPO Lexington facilities security programs. The Contractor shall assist the PPPO FSO and the ODFSA as the Contractor point of contact for all related Security activities.

C.9.4.1 Program Management

- a) In support of the PPPO Lexington S&S program, the Contractor shall annually review, update and maintain a Security Management in Contracting Plan in accordance with applicable DOE requirements.
- b) Prepare Security Activity Close-Out Certification for the FSO to review and the respective CO to approve for the termination of classified contracts for PPPO prime contractors.

C.9.4.2 Program Support

The below listed security support services are performed by either EM 3.114 or the Office of Science to function as the Cognizant Security Office (CSO):

1. Program Wide Support
 - a. Facility Approval and Registration of Activities,
 - b. FOCI, and
 - c. Security Management in Contracting
2. Personnel Security-Office of the Science (ORO)
 - a. Access Authorizations,
 - b. Classified Visits, and
 - c. Foreign Visits and Assignments

Counter Intelligence (CI) security support services are provided by the Office of CI out of the Oak Ridge Field Office at the Oak Ridge National Laboratory.

In support of the PPPO Lexington S&S program, the Contractor shall prepare and maintain the following support requirements in accordance with applicable DOE requirements.

- a) Provide support to all S&S data call requests from DOE and other outside agencies/personnel.
- b) Provide overarching security guidance to the PPPO Lexington Federal staff (e.g. Manager, Deputy Manager and OSMS Federal Project Director (FPD))
- c) Support to the PPPO Human Resource officer to facilitate federal access authorizations and badging with the PPPO delegated Cognizant Personnel Security Office;
- d) Support to the PPPO legal staff on security matters;
- e) Support to the Public Affairs/Community Relations staff by the timely review of PPPO approved information to be publicly released or posted, to ensure no sensitive information is inadvertently released.
- f) Coordinate and implement security programs, in conjunction with the PPPO IT, Cyber and Security leads on overlapping programs (e.g., classified cyber, controlled articles, lock and key program, Incidents of Security concern, HSPD-12 implementation and management).
- g) Coordinate the evaluation of draft and newly issued DOE directives/orders on S&S for site specific impacts to the PPPO missions. The quarterly review and its results shall be provided in writing to the PPPO Security Team Lead and CO for recommendation of inclusion into the relevant PPPO contracts.

- h) Plan and participate in the PPPO site Security Integrated Project Teams (IPTs) and other project IPT's.
- i) Provide classification and CUI support to PPPO.
- j) Develop a consolidated security strategy in support of the D&D or Deactivation/Remediation mission for PPPO.
- k) Manage the Lexington facilities automated Access Control System (AACS), consistent with the Paducah Infrastructure Support Services scope which must be HSPD-12 compliant.
- l) Procure and manage the alarm system/upgrades required for the building Alarms & AACS, as needed. The Contractor shall also provide timely facility responses during alarm notifications (e.g., UL rated alarm provider or similar, Security Areas, network alarms or power outages).

C.9.4.3 Site Security Plan (SSP)

In support of the PPPO Program Management Plan, the Contractor shall maintain the Lexington site SSP in accordance with applicable DOE requirements. The SSP will provide an overview of the site assets, each of the programmatic topical areas of the S&S Program, and the associated security posture. The SSP also shall directly reference all of the current security plans in place to provide the reader with a single source document for finding all pertinent S&S program information. The Contractor's Lexington Senior Security Specialist shall coordinate directly with each of the entities impacted by the security plans/procedures in place during development and/or updates. The duties and responsibilities include the following activities.

- a) Annually review and update the SSP and associated procedures/plans as required for ODFSA approval.
- b) The SSP shall be supported by a Security Risk Assessment (SRA) or similar analysis of considerations specific to this site detailing how the assets, personnel and other interests are to be protected. The SRA, or equivalent assessment for the Lexington Facilities is required to be conducted and submitted for ODFSA approval and reviewed annually or as needed.
- c) Periodically update the SSP during the year to incorporate major changes associated with the DOE Design Basis Threat (DBT) policy and/or changes to the site's facility, procedures, requirements or S&S operations.
- d) Coordinate the programmatic review, comment resolution, and editing of the SSP, and provide updates as necessary to ensure site operations relevancy.
- e) The SSP shall be of excellent technical writing free of grammatical errors and contain a logical reference-based analysis to ensure credibility.

C.9.4.4 Performance Assurance Program (PAP)

In support of the PPPO Program Management Plan, the Contractor shall prepare, submit for ODFSA approval, and maintain the site PAP plan in accordance with applicable DOE requirements. The duties and responsibilities include the following subtasks.

- a) Shall prepare, maintain and annually review the Site PAP plan which must identify and describe the elements of the Sites protection program ensuring they are workable and function as designed and is in accordance with the overall protection goals established by the DOE ODFSA.
- b) Ensure the PAP encompasses all S&S topical areas relevant to the facilities and are captured to include the identification of any potential essential elements relevant to assets.
- c) Ensure both testing and a testing schedule is developed and maintained in accordance with DOE Orders.

- d) Coordinate between PPPO and the site Security Contractor support elements to ensure best practices, lessons learned and systemic issues are identified and incorporated into the Site PAP.
- e) Coordinate the programmatic review and editing of the PAP plan by ensuring personnel from PPPO and other support contractors review their relevant sections, if any, in the document and provide updates as necessary to ensure site operations relevancy.
- f) The PAP plan shall be of excellent technical writing, free of grammatical errors and shall contain a logical reference-based analysis to ensure credibility.

C.9.4.5 Safeguards and Security Training Program

In support of the PPPO Program Management Plan, the Contractor shall assist in the development and maintenance of the PPPO and Contractor Safeguards and Security Training Plan in accordance with applicable DOE requirements. The duties and responsibilities include:

- a) Develop and maintain a contractor S&S training program ensuring S&S employees are trained to a level of proficiency to perform assigned security tasks;
- b) Derive the appropriate training plans based on a valid needs analysis; and
- c) Develop and maintain the Federal PPPO Safeguards and Security Training Plan; this plan must be submitted for ODFSA approval and reviewed and updated annually.

C.9.4.6 Survey, Review and Self-Assessment Programs

The Contractor shall support the PPPO ODFSA in the conduct of Security surveys, field assessments, and facility and project walk-downs at all PPPO facilities and sites (Lexington and Paducah, KY and Portsmouth, OH). Through the surveys, reviews and self-assessments, the Contractor shall ensure that S&S systems and processes are operating in compliance with Departmental and national-level policies, requirements, and standards for the protection of security assets and interests. These programs provide the means for timely identification and correction of deficiencies and noncompliant conditions to prevent adverse events and validate the effectiveness of corrective actions implemented to address identified deficiencies.

Develop an annual PPPO Survey Schedule, to be approved by the ODFSA, and conduct, at intervals consistent with risk management principles, an internal integrated evaluation of all applicable S&S topical areas to determine the overall status of the S&S program at PPPO sites and verify that S&S objectives are met. The PPPO ODFSA may direct a specific assessment, special survey or review interval and may direct reports be provided to PPPO. Assessments, surveys and other reviews must have sufficient scope, depth, and frequency to ensure that at any point the facility is in compliance with all security requirements appropriate to the activities, information, and conditions at each site.

The Contractor shall provide highly trained, qualified and appropriately cleared personnel, both managers, Senior Security Specialists and all other security positions to ensure that the survey program meets all survey and self-assessment activities as outlined in the DOE requirements and best enterprise-wide business practices. The Contractor shall be expected to work professionally with other contractors. Travel may be required for site inspections, surveillances, assessments, surveys and other activities. Work activities under this task include, but are not limited to, the following subtasks.

- a) The Contractor shall deliver timely, high quality, cost-effective services in support of the PPPO survey program in both execution and remedy. Conduct surveys, reviews, assessments and surveillances to ensure annual PPPO Survey Schedule is completed as scheduled; develop and maintain updated relevant security lines of inquiry; develop, submit for ODFSA

- approval, and maintain a Survey Program Plan and associated Survey, Assessment & Surveillance forms in support of oversight activities for PPPO.
- b) Coordinate and collaborate all survey activities conducted by the PPPO ODFSA or assist any other federal authorities performing security reviews.
 - c) All surveillance reports shall be free of grammatical errors and contain a logical reference-based analysis to ensure credibility. Each report must be reviewed by the appropriate site PPPO Federal security representative prior to submittal to the ODFSA. All open S&S findings from previous assessments shall be reviewed during surveys and self-assessments to validate the status of the corrective action and to evaluate the impact on the current operation of the facilities S&S program. Final Survey Reports are to be completed within 45 days of the survey out brief.
 - d) Trending analysis of deficiencies must be conducted to determine if systemic causal factors underlie multiple survey and self-assessment findings and if so, the associated Corrective Action Plan (CAP) must address these causal factors.
 - e) Provide recommendations for revisions of local implementing procedures and lessons learned across the PPPO security program.
 - f) Conduct possessing facility surveys for all PPPO prime contractors which include initial, periodic, special and termination. If sufficient personnel are not available on staff, provide the schedule and cost estimates annually (within the Annual work plan) to the CO to obtain the expertise on an as-needed basis for the conduct of the possessing facility surveys. The due date for each facility survey report is 90 days following the completion of out-brief for the facility survey.
 - g) Develop quarterly status reports on all PPPO facilities and sites findings as a result of any periodic survey, providing tracking and trending, which will be due 90 days following the completion of the out-brief for the facility survey.

C.9.4.7 Safeguards and Security Information Management System Support (SSIMS)

The Contractor shall provide Q cleared administrative and technical support in the operation, data input and maintenance of the classified database SSIMS in accordance with applicable DOE requirements. Work activities under this task include but are not limited to the following subtasks.

- a) Perform data entry of facility data and approval record and contract security classification specifications forms for PPPO prime contracts.
- b) Perform data entry of security survey/inspection and self-assessment reports.
- c) Track S&S findings, corrective actions and validations.
- d) Enter monthly reporting of "A" incidents of security concerns, incident inquiry reports, and incident infractions.
- e) Provide general support for surveys, assessments, surveillance or data, as required.
- f) Generate ad hoc reports as requested by the PPPO Survey Lead or ODFSA. Site contractor support for SSIMS entries as requested by the ODFSA.

C.9.4.8 Incident Reporting and Management

In support of the PPPO S&S program at Lexington, Portsmouth and Paducah, the Contractor shall prepare and maintain plans and procedures for the PPPO Incident of Security Concern (IOSC) Program Plan in accordance with DOE requirements. Work activities under this task include but are not limited to the following subtasks.

- a) TSS Contractor Senior Security Specialists shall be National Training Center (NTC) DOE trained and shall also be approved Inquiry Official(s).

- b) Provide quarterly security tracking and trending analysis on IOSCs for all PPPO sites to the Security Team Lead and ODFSA.
- c) Prepare and maintain an IOSC Program plan/procedure.
- d) Conduct and/or assist Inquiries for IOSCs as assigned.
- e) Brief Federal management on IOSCs for all PPPO sites.

C.9.4.9 Protection Program Operations

C.9.4.9.1 Physical Security

In support of the PPPO Lexington S&S program, the Contractor shall prepare, maintain and oversee procedures for the Lexington facilities security areas and its associated transmittal equipment in accordance with DOE requirements. Work activities under this task include but are not limited to the following subtasks.

- a) Develop and maintain a Physical Security Plan including the AACS detailing employee requirements for each of the designated security areas at the Lexington facilities.
- b) Develop and maintain a Lock and Key program and protection requirements for Levels I-III, if required. Portsmouth and Paducah ODSAs provide Security lock and key support consistent with their contract. This shall be requested by the Lexington FSO or designee.
- c) Develop and maintain procedure(s) for operating and monitoring the Limited Area.
- d) Develop and maintain plans and/or procedures listed in paragraphs a through c above shall be of excellent technical writing free of grammatical errors and contain a logical reference-based analysis to ensure credibility.

C.9.4.9.2 Security Badges and Credentials

In support of the PPPO S&S program, the Contractor shall prepare and maintain procedures for the issuance of DOE Badges and Security Police Officer (SPO) Weapon Arming Cards (WAC) Credentials Plan in accordance with DOE requirements and PPPO procedures. Work activities under this task include but are not limited to the following subtasks.

- a) Development, maintenance and/or issuance, at the Lexington Facilities, of DOE badges which may include the HSPD-12, Local Site Specific Only (LSSO), visitor, temporary, Foreign Nationals.
- b) Plans/Procedures will include Access Control Procedure; Issuing and Accountability of the Local Site Specific Only Temporary Badges for the Lexington, Kentucky, Offices; Homeland Security Presidential Directive-12/LSSO Badging Procedure.
- c) Develop procedures for use, recovery, destruction and accountability.
- d) Development, maintenance and issuance of Portsmouth and Paducah's SPO WAC Credentials Plan.
- e) Develop and maintain a PPPO SPO WAC procedure for the WAC request, review, approval, preparation and distribution to the appropriate site.

C.9.4.9.3 Active Shooter Assailant Plan

In support of the PPPO Lexington Facilities, the Contractor shall prepare and maintain a program and the Active Assailant Plan for an event in accordance with DOE requirements and implement industry/complex wide business practices. Work activities under this task include but are not limited to the following subtasks.

- a) Develop and maintain a plan/procedures outlining response requirements for an active assailant threat.
- b) Ensure or conduct continuous training efforts with federal and contractor employees regarding employee actions in an active shooter scenario. Manage the Lexington Memorandum of Understanding (MOU) for Local Law Enforcement (LLE) support.
- c) Develop and maintain liaison activities with local, supporting law enforcement and emergency response agencies.
- d) This plan must be submitted for ODFSA approval and updated as needed and/or annually at a minimum.

C.9.4.10 Information Security

C.9.4.10.1 Classified Matter Protection & Control (CMPC)

The Contractor shall maintain the INFOSEC Plan to include CMPC requirements in accordance with applicable Federal requirements. Work activities under this task include, but are not limited to the following subtasks:

- a. Address and recommend resolutions for CMPC issues and questions from federal and contractor employees.
- b. Develop, revise and present CMPC training/briefings for all federal and contractor employees.
- c. Provide support in the coordination of CMPC activities and events.
- d. Develop and implement local (Lexington facility) CMPC resources and planning documents.
- e. Provide recommended courses of action to resolve issues or deficiencies.
- f. Maintain the classified mailing address for the PPPO Lexington Facilities. The sites' (Portsmouth and Paducah) ODSA maintains the sites' classified mailing addresses. This scope includes the development and maintenance of procedures and processes for classified mail delivery, pickup, preparation, notifications, storage and hand carrying to sites, if operationally necessary.

The Contractor shall develop and deliver the Annual Security Refresher Briefing (ASRB) for all PPPO sites, which is required by August 30th of each year. Each briefing is to be presented to all federal and contractor employees (internally) both cleared and uncleared. This ASRB will also be made available to the PPPO sites ODSA for their roll out to the Portsmouth and Paducah site contractors (externally) both cleared and uncleared. The ASRB shall be developed and provided via a Computer Based Training (CBT)/Interactive delivery. The ASRB shall have the ability to track all employee completion by December 1st of each year and the list of employees provided to the cognizant personnel security office by January 15th of each year. The training should be able to break out a listing by cleared/uncleared, company, contractor or name.

The Contractor shall develop and provide additional briefings, as identified below. These briefings are only intended to support the PPPO federal employees and the Contractor personnel located at the Lexington facilities.

- a. Initial Security briefing;
- b. Comprehensive Security briefing;
- c. Termination Security briefing;
- d. CMPC briefing (custodians only);

- e. Workplace Violence/Active Assailant; and
- f. Controlled Unclassified Information Briefings

In support of the PPPO Information Security Plan (INFOSEC), work activities under this task include but are not limited to the following subtasks.

- a) Provide recommended courses of action to resolve issues or deficiencies.
- b) Provide derivative classification S&S support and provide classification support related to gaseous diffusion and centrifuge technologies.
- c) Maintain the classified mailing address for the PPPO Lexington Facilities. The sites' (Portsmouth and Paducah) ODSA maintains the sites' classified mailing addresses. This scope includes the development and maintenance of procedures and processes for classified mail delivery, pickup, preparation, notifications, storage and hand carrying to sites, if operationally necessary.

The Contractor shall also develop and provide additional briefings, as identified below. These briefings are only intended to support the PPPO federal employees and the Contractor:

- a) Initial Security briefing;
- b) Comprehensive Security briefing;
- c) Termination Security briefing;
- d) CMPC briefing (custodians only); and
- e) Unclassified Controlled Information briefing.

C.9.4.10.2 Classification Program

In support of the PPPO Classification Program, the Contractor shall assist the PPPO Federal Classification Officer with maintaining the Classification Program in accordance with DOE requirements. Work activities under this task include, but are not limited to the follow subtasks:

- a. Develops/maintains PPPO Classification Program Management Plan for approval.
- b. Assist the PPPO Classification Officer with administering the classification education program.
- c. Provide derivative classification S&S support and provide classification support related to gaseous diffusion.
- d. Assist with reviews and maintains files of CO reviews for public affairs release.
- e. Assist with maintaining the Classification Program for all PPPO sites to ensure identification of classified information through the accurate and accountable application of classification standards. This includes assisting with PPPO site assessments and surveys of other PPPO contractors providing relevant site classification scope.

- f. Assist the PPPO CO with evaluating impacts of any new or revised classification guidance issued by the Office of Classification upon existing classification guidance developed by the Field Office to include establishing local classification guidance for PPPO projects.
- g. Assist with all evaluations, self-assessments, and classification decision reviews to include associated report writing.
- h. Track classification review statistics for PPPO.
- i. Assist the PPPO CO with implementation and oversight of the PPPO classification program.

C.9.4.10.3 CUI Program

In support of the PPPO Controlled Unclassified Information Program, the Contractor shall assist the PPPO Departmental Element Controlled Unclassified Information Official Liaison with maintaining the CUI Program in accordance with DOE requirements. Work activities under this task include, but are not limited to the follow subtasks:

- a. The TSS Contractor has a Contractor Designated CUI Official Liaison.
- b. The Contractor Designated CUI Official Liaison serves as the Liaison between the TSS Contractor site contractors and the PPPO Departmental Element Designated CUI Official Liaison.
- c. The Contractor Designated CUI Official Liaison provides administrative and technical CUI assistance and guidance to all TSSC contractors.
- d. Develops/maintains PPPO CUI Program Plan and Marking Reference Guide.
- e. Assist the PPPO Departmental Element CUI Official (DECO) Liaison with administering the CUI education program.
- f. Maintain the DOE Approved Categories List and ensure that it is provided to the site CUI Liaisons.
- g. Assist the DECO Liaison with managing the PPPO process to accept and manage challenges and reports of misuse, to include referral to appropriate authorities under LRGWP.
- h. Develop and conduct CUI Briefings.

C.9.4.11 Operations Security (OPSEC)

In support of the PPPO Lexington Facilities, the Contractor shall develop and maintain an OPSEC program in accordance with DOE requirements. Work activities under this task include, but are not limited to the following subtasks:

- a. Identify, document and protect its Critical Information (CI).
- b. Mark Critical Information in accordance with classification and CUI marking requirements.
- c. Review and update Critical Information documentation as necessary to reflect current assets, threats, operational, and other relevant factors.
- d. Ensure that all Critical Information it possesses or that is under its control is protected from inadvertent and unauthorized disclosure.
- e. Provide information required for sound risk-management decisions concerning the protection of sensitive information to the decision makers who are responsible for mission accomplishment to help deter, detect, and mitigate adverse actions of local, DOE or national competitors and adversaries.
- f. Ensure that all individuals covered by its OPSEC programs receive instruction with respect to their specific OPSEC duties so that they are knowledgeable about and capable of meeting their responsibilities and applicable requirements.

- g. Integrate OPSEC with counterintelligence and other security programs, such as those used to address insider threats, CUI, data loss prevention, cybersecurity, Foreign Access Management, physical security, industrial security, and information security.
- h. Develop an annual OPSEC assessment schedule and perform OPSEC assessments in accordance with the approved schedule.
- i. Conduct OPSEC reviews and other assigned OPSEC functions under the purview of PPPO. This may include other PPPO facilities if requested by the Security Team Lead or ODFSA.
- j. Prepare and distribute reports based on activities described in (i) above.
- k. Develop, and update when necessary, site-specific threat statements.
- l. Participate with the PPPO sites OPSEC programs and provide review, input and flow down the PPPO Critical Information Lists as applicable.

C.9.4.12 Personnel Security

In support of the PPPO Personnel Security (PERSEC) Plan, the Contractor shall coordinate with the appropriate site contractor ODSAs, consistent with their contract scope, and the delegated cognizant personnel security office officials in accordance with DOE orders and regulations. The sites ODSAs, consistent with their scope, provide Government Furnished Services and Information (GFSI) Personnel Security Services to all PPPO prime contractors and their subcontractors.

Work activities under this task are intended to support Federal Employees through PPPO Human Resources and include but are not limited to the following subtasks.

- a) Provide accurate, timely and compliant notification of DOE clearance requests, withdrawals, waivers, terminations, suspensions, denials, upgrades, downgrades, recertification's, reinvestigations and investigations.
- b) Develop and maintain a procedure on how coordination of all facets of access authorizations occur between the TSS Contractor and the appropriate personnel security representatives.
- c) Provide timely notifications, consistent with DOE orders, of employee actions that result in a change of employee status and/or access authorization need.
- d) Support requests from the PPPO Human Resource personnel for any personnel security activity.
- e) Obtain and maintain access to the Central Personnel Clearance Index (CPCI) database.
- f) PPPO Federal Clearance Processing to the Federal CPSO.

The Contractor will assist or be delegated the authority to process the Federal staff appropriate access authorizations based on the suitability determinations, background checks, or security clearance adjudication procedures, as applicable. Coordinate clearance activities with the Federal CPSO, HR Shared Service Center for processing, initiating the background investigation/adjudication actions, and subsequent processing for HSPD-12 badging.

Lexington Contractor employees are processed for access authorizations in the same manner as Federal employees with the exception of a pre-employment background check and drug certification to determine position suitability prior to employment.

The Contractor Senior Security Specialist will facilitate the access authorization program and badging for the Lexington Contractors and PPPO Federal staff.

C.9.4.12.1 Security Education Briefings and Awareness

The Contractor shall develop and maintain a security awareness program in accordance with DOE requirements. Work activities under this task include, but are not limited to the following subtasks:

- a. Develop and provide security awareness briefings to federal employees at the request of PPPO HR, including initial, annual, comprehensive, termination and special briefings. This does not include scope performed by the sites ODSAs. This should also be consistent with training requirements in section C.9.4.10, Information Security.
- b. Maintain records of briefing attendance to verify an individual's receipt of the briefings. Security briefing acknowledgements for the required briefings are maintained in the Lexington learning management system.
- c. Develop and prepare monthly security awareness bulletins for dissemination to federal and TSSC employees at all PPPO sites.
- d. Develop and distribute supplemental awareness activities such as site-wide educational aides, bulletins, and emails.

C.9.4.12.2 Control of Classified Visits and Assignments

In support of the PPPO Lexington Facilities, the Contractor shall coordinate with the delegated cognizant security office for classified visits and assignments. Work activities under this task include, but are not limited to the following subtasks:

- a) Develop procedures that establish the requirements of the delegated cognizant security office for this program which also includes the Oak Ridge Field Office (ORFO) Counterintelligence office;
- b) Ensure all Foreign Visits and Assignments are covered by the approved SSP and applicable security plans; and
- c) Implement and manage the Foreign Access Central Tracking System//FVA-Foreign Visitor Access (FACTS) FVA data base for PPPO.

C.9.4.12.3 Insider Threat Working Group

In support of the PPPO Lexington Facilities, the Contractor shall coordinate and participate with the delegated cognizant security office for the Insider Threat Working Group. Work activities under this task include, but are not limited to the following subtasks:

- a) The Contractor shall adopt or develop procedures and/or plans that establish the requirements of the delegated cognizant security office for this program which currently is the Counterintelligence (CI) Oak Ridge Field Office (ORFO); and
- b) Participate and host at the Lexington Facilities the Insider Threat working group quarterly meetings with the CI ORFO.

C.9.5 Portsmouth and Paducah Security Support

The Contractor shall provide an S&S Manager/FSO for the Contract. The Contractor shall provide at each site (PAD and PORTS), this is in addition to the LEX support, a Senior Security Specialist in support of the PPPO S&S programs. These positions shall assist the Federal PPPO Security Personnel as the Contractor point of contact for all Security activities at the PAD and PORTS site. The Contractor shall assist PPPO in providing programmatic and technical oversight of onsite contractors' work activities and deliverables, in accordance with PPPO procedures and processes, including D&D, Decommissioning and

Remediation (D&R), OSMS and the infrastructure contractors. The Contractor shall perform these activities at Portsmouth and Paducah.

Work activities under this task include but are not limited to the following subtasks.

- a) Review, comment and consolidate comments to include drafting responses as required within 15 days of receipt to PPPO on prime contractors' contract deliverables, site security plans, project security plans, training plans, letters, corrective action plans, NMC&A management plans/activities and Protective Force Operations.
- b) Assist site and Lexington operations with weapon authorization card qualifications as required.
- c) Interface with the PPPO delegated cognizant security offices for functions not self-performed by the PPPO ODFSA, DOE HQ, other government agencies and the PPPO ODFSA regarding evaluation and resolution of Portsmouth and Paducah S&S issues.
- d) Facilitate/participate in Safeguards and Security, to include Protective Force surveys, activities and program reviews.
- e) Perform limited scope reviews of the site S&S programs, to include limited surveys with federal personnel.
- f) Develop Safeguards and Security briefing materials in support of PPPO and EM HQ managers.
- g) Provide security guidance to the PPPO Site Manager and Deputy Manager, Site Leads, OSMS Program Manager and other PPPO Federal Staff.
- h) Assist Lexington operations personnel in the evaluation of draft and newly issued DOE directives on Safeguards and Security for site specific impacts on the PPPO mission and recommend contract incorporation into relevant PPPO contracts.
- i) Develop and prepare site specific security guidance documents, as needed.
- j) Assist in the development of formal responses to EM HQ, Health Safety and Security (HSS), Office of Inspector General (OIG) and Cognizant Personnel Security Office (CPSO) queries regarding PPPO Paducah S&S issues.
- k) Coordinate and implement in conjunction with the Federal AODR and CIO, to include prime Portsmouth and Paducah site contractors on overlapping programs like classified cyber, controlled articles, incidents of security concern, and HSPD-12 implementation maintenance.
- l) Support the security trending analysis on IOSCs;
- m) Plan, facilitate and participate in PPPO Security IPTs, and other PPPO project IPTs, as required.
- n) Provide procurement support, as authorized by the CO.

C.9.5.1 NMC&A Scope at Portsmouth and Paducah

- a) The Contractor shall provide a Senior NMC&A Security Specialist with expert and working knowledge of NMC&A programs in support of the PPPO S&S programs at Portsmouth and Paducah, to include support of data calls and plans for the PPPO. Support requires knowledge in DOE directives regarding nuclear NMC&A and uranium management including, but not limited to, inventory accounting and control on a graded safeguards basis.
- b) The Contractor shall provide NMC&A cognizance guidance to the PPPO Federal security staff including the PPPO Manager, Deputy Manager, ODFSA, and Security Team Lead. Guidance shall include observations and recommendations regarding the status of contractor NMC&A programs and compliance with applicable DOE directives and DOE-approved NMC&A and S&S Plans.

- c) The Contractor shall provide oversight of the contractor management of nuclear materials at both Paducah and Portsmouth and provide formal reports and/or briefings for the PPPO S&S specialists and managers including briefings for the PPPO ODFSA.
- d) The Contractor shall interface with the Paducah and Portsmouth Site ODSAs on physical security and access controls for nuclear materials on site.
- e) The Contractor shall provide review and evaluation including formal written comments of contractor NMC&A Plans, Site Security Plans, project security plans, training plans and self-assessments and shall provide recommendation to the PPPO ODFSA regarding acceptability for PPPO approval of the documents.
- f) The Contractor shall conduct assessments and surveys including written reports of the NMC&A programs at Paducah and Portsmouth. The Contractor shall review and evaluate other site contractor's corrective action plans and compensatory measures for findings and deficiencies and assess the status of the closure of findings.
- g) The Contractor shall assist in the development of formal responses to EM HQ, DOE Office of Enterprise Assessments, Office of Inspector General, and Congress.
- h) The Contractor shall provide communications with the Nuclear Materials Management & Safeguards System (NMMSS) regarding PPPO inventories, reporting identification symbols, and PPPO project numbers.
- i) The Contractor shall maintain cognizance of the nuclear material inventories at Portsmouth and Paducah and provide recommendations to PPPO regarding NM operations, storage and disposition.
- j) The Contractor shall develop responses to the Office of Nuclear Material Integration (ONMI) regarding reporting requirements of DOE Orders.
- k) The Contractor shall review and evaluate contractor requests for equivalencies, exemptions and termination of safeguards and provide guidance to PPPO regarding the requests.
- l) The NMC&A Specialist shall participate in the PPPO S&S IPTs.
- m) The Contractor shall evaluate and provide formal responses to draft and newly issued DOE directives applicable to NMC&A and nuclear material management.
- n) The Contractor shall develop briefing materials for PPPO and EM HQ managers.
- o) The Contractor shall develop responses to Additional Protocol (AP) data calls providing updates to the U.S. Declaration to the International Atomic Energy Agency (IAEA).
- p) The Contractor shall provide guidance to the PPPO OPSEC Working Groups regarding control and accountability of nuclear materials on site.
- q) The Contractor shall conduct an assessment of the contractor response to the annual Nuclear Material Inventory Assessment (NMIA) in preparation for the PPPO submission to the Office of Nuclear Material Integration in accordance with DOE Orders.
- r) The Contractor shall prepare responses to the annual data calls from ONMI for the Nuclear Material Forecast and Allotment Request and the annual Nuclear Material Management Plan in preparation for the PPPO submission to ONMI in accordance with DOE Orders.
- s) The Contractor may require travel and attendance of the NMC&A Specialist to annual Nuclear Materials Management and Safeguards System (NMMSS) Meetings to support the PPPO mission.

C.10 General Support

C.10.1 General Administrative Support

The Contractor shall provide comprehensive administrative support including clerical and program analyst responsibilities to all projects at all PPPO sites. The Contractor shall cover duties when the DOE administrative staff is unavailable.

The Contractor shall provide comprehensive document production support, reproduction and printing

services, and technical writing and editing as required to support PPPO. These work activities include, but are not limited to: the production and distribution of technical papers, pamphlets, brochures, reports, presentation materials, and other written and graphic documents; meeting and logistics management for various types of meetings including preparation of agendas and minutes; prepare, review, and distribute correspondence; create and track actions in the approved database; conduct searches of applicable systems for actions and documents as requested; facilitate visitor access and site tours/visits; manage/coordinate Freedom of Information Act (FOIA), Privacy Act, and National Institute for Occupational Safety & Health (NIOSH) requests; maintain assigned files and record systems in accordance with DOE approved guidelines; assist PPPO purchase card holders with the ordering and maintenance of adequate office supplies; prepare and track PPPO travel orders; assist in coordination and tracking of federal and contractor staff training; perform all aspects of the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) administration; provide IPT support; answer and direct calls from the main phone lines for the three federal PPPO offices; facility management of the Lexington office; maintain the conference approval process through the DOE Conference Tool; and provide support for the various PPPO tracking systems.

All records generated or received by the Contractor in the performance of this contract, are the property of the Government and must be managed in accordance with Federal laws, DOE regulations, and PPPO policies, plans, and procedures.

C.10.2 Fleet Administration

The Contractor shall provide tracking, arranging schedules, routine maintenance/preventative maintenance and upkeep (no more than monthly) of the GSA-Leased vehicles utilized by PPPO and the Contractor in Lexington, Paducah, and Portsmouth. In addition, the Contractor shall be responsible for the administrative activities for these Government-owned vehicles such as odometer readings, tracking of the following: vehicle usage and inspections, fueling, cleaning, maintenance and other vehicle management work activities. All charges for repairs, maintenance, cleaning and fuel are to be charged to the fleet card assigned to each vehicle.

C.10.3 Paralegal Assistance

The Contractor shall provide a Paralegal Specialist to assist PPPO Counsel with a variety of tasks to support ongoing legal concerns. This task includes but is not limited to researching, compiling documents, drafting documents, performing analysis, assisting discovery and trial preparation, developing policies and procedures for processing FOIA, Privacy Act, and EEOICPA requests, tracking and sending updates/reminders about litigation holds, and tracking legal assignments.

C.10.4 Records Management Operations and Oversight

The Contractor shall support PPPO with development and implementation of a Records Management Program for PPPO and participate in assessments and surveillances of the site contractor Records Management programs.

Perform Records Management activities including, but not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records (including e-mails); managing classified records (as applicable); providing all employees and subcontractors with records management and essential/vital records training; supporting records management data calls from the National Archives and Records Administration (NARA); and supporting ongoing FOIA, Privacy Act, EEOICPA, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

The Contractor shall work with the PPPO Records Lead and Records Management Field Officer (RMFO) to develop and implement records management controls to ensure that the identification, maintenance, and disposition of all records (regardless of media), including electronic and email, are managed utilizing an Electronic Records Management System (ERMS) in accordance with Federal and DOE requirements and guidelines for all records, including historical records.

The Contractor shall support the DOE with developing and implementing a process to ensure all records (except short-term) are scanned or converted to meet NARA requirements. All records (regardless of media) must be scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the NARA-approved DOE records disposition schedules.

The Contractor shall support the PPPO with continued development of the PPPO Essential/Vital Records Program Plan, including a vital records inventory.

The Contractor shall work with PPPO IT to ensure records contained in Electronic Information System (EIS) are addressed by incorporating recordkeeping controls into the system or exporting the records.

The Contractor shall develop and maintain a Records Inventory and File Plan that includes up-to-date inventories, current file plan and systems that provide for the identification, location, arrangement, assignment of disposition authority, and retrieval of all categories (record series) of records created and received.

The Contractor shall ensure records identified as Quality records under the American National Standards Institute (ANSI)/ASME Nuclear Quality Assurance (NQA)-1 are categorized (lifetime/non-permanent) on the file plan; managed in accordance with NQA-1 and 36 CFR Chapter, XII, Subchapter B; and are maintained for traceability to the applicable items, activity or facility.

The Contractor shall work with applicable staff to capture records from the PPPO shared and personal drives and work with IT to develop an appropriate system to allow staff to share documents without bogging the system down with non-record materials.

The Contractor shall ensure records that are CUI are properly marked and protected within the records system.

C.11 Project Management & Integration

C.11.1 Project Management and Planning

The Contractor shall support PPPO in project management and planning to include baseline development, integration and oversight, fiscal planning, budget, and technical and cost analysis of projects. To support project planning, the types of systems that will be managed include Action Tracking System, Integrated Planning, Accountability, and Budgeting System (IPABS), Project Assessment and Reporting System (PARS II), Cobra, etc.

The Contractor shall coordinate with the various PPPO project technical staff, (PPPO and contractors), as necessary, to consolidate planning data for all project activities and contracts in accordance with DOE requirements and evaluate and reconcile the data to ensure quality and accuracy of deliverables. At the direction of PPPO, the Contractor shall participate in meetings, conference calls, conferences, and other similar forums relating to project planning responsibilities and shall be available to respond to formal and informal PPPO requests for information, i.e., data calls related to project management and planning. The Contractor shall provide consolidated data to PPPO in the form of reports, spreadsheets, briefing materials, planning and budgeting submittals, data calls from different sources, and ad hoc requests.

The Contractor shall support PPPO in performing project management and planning such as maintaining project oversight control systems, performing risk analysis, preparing and/or reviewing technical documents, plans, and project reports (e.g., Earned Value Management System (EVMS), Performance Measurement Baseline (PMB), performance measure reports, PPPO Baseline Change Proposals (BCPs), cost performance measure change requests in accordance with DOE Orders, Directives, Policies and Office of Management and Budget (OMB) Circulars). The Contractor shall assist PPPO with the consolidation, integration, and analysis of data and information from the various projects and contracts.

The Contractor shall perform impact analyses of current projects/programs regarding the issuance of new and revised Federal, State, Local or DOE publications (e.g., orders, directives, policies, guides, notices, and manuals, etc.). The Contractor shall assist in the preparation and review of responses to internal and external audits and/or assessments, and review documents/performance related to regulatory compliance with DOE Orders, any other guides, and/or manuals, and/or decrees, regulations and/or statutes.

The Contractor shall perform other duties as assigned with a high level of expertise and independent judgment in this area to facilitate appropriate and efficient project management. The Contractor shall also support steering committees, task forces, or special teams as required.

C.11.2 Project Integration

The Contractor shall provide support to integrate, process, track, analyze, and report data for all PPPO projects in the following areas: project management, project control, life cycle planning, performance measurement, budget planning and execution, and financial management.

The Contractor shall develop and maintain established site-wide database systems in support of the PPPO oversight activities. The Contractor shall support all systems having the capability (e.g.,

systems and tools) to fully integrate and consolidate information using electronic data transfer of all site contractor financial accounting systems to attain overall cost reporting for the site in accordance with DOE requirements. The system shall also have the capabilities to present and analyze performance measurement data as related to the integrated lifecycle baseline.

The Contractor shall perform continuous monitoring of all PPPO contractor project control systems to ensure compatibility and function and provide a monthly system status report. To support project integration, the types of systems that will be managed include Action Tracking System, IPABS, Project Assessment and Reporting System (PARS II), Cobra, Deltek, Primavera, Acumen Fuse, etc.

The Contractor shall participate in meetings, conference calls, conferences, and other similar forums relating to project integration responsibilities and shall be available to respond to formal and informal PPPO requests for information, i.e., data calls related to integrated project management. The Contractor shall provide consolidated data to PPPO in the form of reports, spreadsheets, briefing materials, planning and budgeting submittals, data calls from different sources, and ad hoc requests.

C.11.3 Project Controls and Baseline Support

The Contractor shall support PPPO with the development, oversight, and maintenance of a PPPO Integrated Site-Wide Life Cycle Baseline (ISWLCB) composed of the Portsmouth, Paducah and OSMS site-wide contractor integrated lifecycle baselines and PPPO Direct Cost contract baselines. This work consists of overseeing the management, configuration control, reporting, and advanced planning required to maintain the PPPO ISWLCB, as amended by new submittals. The Contractor shall obtain baseline information from the onsite contractors to evaluate the integrated lifecycle baseline consistent with DOE Order 413.3 or latest version, entitled Program and Project Management for the Acquisition of Capital Assets, and Standing Operating Policies and Procedures (SOPP) #74, EM HQ Lifecycle Change Control Process. The Contractor shall support this Federal ISWLCB including, but not limited to, analysis of scope, cost estimating, schedule, risk management, support baseline change control process, and preparation and/or review of PPPO supporting procedures and documents. In addition, the Contractor shall align the functional responsibilities specified within this PWS and develop the PPPO (Corporate) Integrated Work Breakdown Structure (WBS) by resource.

In support of PPPO management of the ISWLCB and contractor lifecycle baselines, the Contractor shall utilize analytical tools and techniques to perform simulations and optimization to support lifecycle oversight and assist PPPO with lifecycle evaluation to respond to changes.

To support project controls and baselines, the types of systems that will be managed include Action Tracking System, IPABS, Project Assessment and Reporting System (PARS II), Cobra, Deltek, Primavera, Acumen Fuse, and other project controls software implementations, etc.

The task of management and oversight of the ISWLCB and contractor lifecycle baselines includes, but is not limited to, the following subtasks:

- a) The Contractor shall support PPPO's effort to adequately define program requirements and develop scopes of work or to align such work scope given various budget impacts/drills. PPPO may request support for the development of Independent Government Cost Estimates (IGCEs), technical evaluations and all other actions required for new, revised or deleted contract requirements including contract management support;

- b) Support the oversight of an integrated lifecycle baseline review and analysis that includes logic-linked network schedules compatible for use by PPPO in conducting PPPO project risk management assessments and analyses for integrated lifecycle project baselines;
- c) Perform cost and schedule risk analysis on PPPO Baseline segments utilizing Pertmaster/Crystal Ball risk software, including maintaining PPPO Risk Management Plans and Risk Registers, monitoring and reviewing contractor Risk Management Plans and Risk Registers, validating contractor risk analysis and developing Capital Item DOE contingency;
- d) Perform reviews and develop recommendations related to Interim Project Measurement Baseline (ISWLC and/or contractor baseline) submittal;
- e) Provide support to the PPPO Independent Cost Estimating (ICE) process;
- f) Maintain the ISWLCBs on DOE Primavera and COBRA software system;
- g) Load and provide ongoing alignment of the ISWLCBs with DOE EM HQ IPABS;
- h) Provide user training for Deltek, COBRA and Primavera, and other systems, as deemed necessary. Provide technical support for COBRA, P6, Acumen Fuse and other project controls software implementations; and
- i) Develop monthly performance reporting.

The Contractor shall provide project controls to support the technical project teams with performing the integration and ongoing maintenance of contractors' baselines as part of the ISWLCB and contractor baselines. The support for baseline management includes, but is not limited to, performance measurement, variances, and earned value.

The task of management and oversight of the contractor baselines includes, but is not limited to, the following subtasks:

- a) Assist with the review of PPPO contractors' documents, (including, but not limited to, baseline submittals, BCPs, schedules, cost performance, earned value, risk documents, programmatic documents/deliverables, WBS Dictionary sheets, time-phased resource-loaded schedule, etc.), plans, reports, invoices and correspondence for technical/regulatory accuracy, and make recommendations to PPPO on the above;
- b) Provide change control of BCPs in accordance with the requirements of the PPPO Baseline Change Control Board. The project control oversight will integrate all BCPs into a consolidated PPPO BCP package to ensure the alignment of the ISWLCB and contractor baselines with IPABS at the control level of the WBS or the Project Baseline Summary level. Serve as Secretariat of the Baseline Change Control Board;
- c) Create potential advanced what-if scenarios in response to emergent situations or other management requests in conjunction with the PPPO project teams;
- d) Provide assistance in Developing Project Controls System User's Manual and Procedures; provide planning and scheduling support to PPPO FPDs and CORs; provide monthly Project Status Report, Project Controls Activity Status Report, weekly Independent Project Performance Report, monitoring critical path and progress validation of contractor schedules; provide review, analysis and assessment of Contractor Annual Work Plans (AWP) and milestone submissions; support technical evaluation of contractor proposals, requests for Equitable Adjustment (REA) and contractor claims; and provide Computer-Aided Design (CAD) and large format plotting services;
- e) Support identification and development of capital assets, documentation (critical decision process) in accordance with DOE Order 413.3B or latest version, as required;
- f) Assist in Operations/Capital Program/Policy ensuring compliance with EM Operational and Capital programs and orders, review contractor project management documentation and procedures, IPT Support and coordination of External Project Reviews (Independent Project Review/External Independent Review/Program Review, etc.);

- g) Assist with the drafting of Performance Evaluation Management Plans (PEMPs) for the onsite contracts and assist with the tracking and documentation of contractor Performance Based Incentives (PBIs);
- h) Determine assessment and information requirements; review scope, budget, and schedule; and perform audits and evaluations;
- i) Support PPPO evaluation of risks and risk management for the various projects; and
- j) Support PPPO internal evaluations on Earned Value Management System (EVMS) Certification readiness and provide recommendations.

The Contractor shall monitor the systems to integrate, track, analyze and report data concerning the ISWLCB, contractor baselines, project management, project control, life cycle planning, budget formulation, budget execution and financial management.

The task of oversight and reporting of the ISWLCB and contractor baselines includes, but is not limited to, the following subtasks:

- a) Provide assistance in support of PPPO's oversight of budgeting, scheduling, and tracking project status related to the EM Program elements;
- b) Consolidate project management information from all contractors to support PPPO on a monthly basis in reviewing project progression status, budget, cost and schedule;
- c) Support PPPO in performance evaluation and reporting oversight of the ISWCLB and all onsite contractors;
- d) Provide consolidated data to PPPO in the form of schedules, reports, briefing materials, life cycle planning submittals, data calls, and other requests as assigned. The Contractor shall coordinate with onsite contractors and consolidate data to ensure the integrated lifecycle baseline incorporates "cross-cutting" risks and risk management on a continuous basis;
- e) Monitor and track EVMS; and
- f) Support PPPO in meeting the data requirements of IPABS and PARS II.

C.11.4 Budget Support and Oversight

The Contractor shall perform a wide variety of administrative and technical functions to assist the PPPO with the formulation and execution of appropriated multi-year budgets. The functions require extensive knowledge of the Federal budget process and specialized expertise in budgeting of Federal construction and non-construction projects and Federal contracts. The Contractor shall assist PPPO with the Federal budget process and provide technical advice and financial analysis for all phases of assigned large/complex engineering projects and programs, ensuring the successful conclusion of all phases within an appropriate time and at an appropriate cost.

The Contractor shall prepare budget execution charts, graphs, and presentation materials for the Budget Director's use in briefings to the Field CFO, Site Manager, and DOE HQ.

For budget formulation, this task includes but is not limited to the following subtasks:

- a) Review, investigate and develop appropriate recommendations regarding assigned project budget proposals;
- b) Contribute to site strategic planning and budgeting efforts for designated engineering areas;
- c) Participate in formulating budgetary priorities; and
- d) Develop and evaluate capital funding requests.

For budget execution, this task includes but is not limited to the following subtasks:

- a) Create and track budget data to include obligations, cost variances analysis, and supporting narratives in the annual spend plans for projects as assigned;
- b) Create and track budget data of annual spend plans and monthly funds control sheets by populating Excel spreadsheets in a workbook summary of spend plans and monthly funds control sheets;
- c) Compile, track, analyze, and report spend plan forecasts and actual costs monthly status cost variances and un-liquidated obligations, running cost and obligation reports, making cost projections, tracking estimated at completion and uncosted carryover, and making recommendations to the PPPO;
- d) Obtain historical reports and other specialized financial reports from Information Data Warehouse (IDW) and initiate the budget execution of PPPO projects as assigned with its accompanying annual spend plans and monthly funds control sheets and perform the appropriated level of analyses and recommendations for the PPPO;
- e) Support Internal Controls and monitoring the Funds Control Process;
- f) Support the compilation and analysis of data and writing cost variance analysis narratives with the Quarterly Budget Execution Reviews and the Quarterly Performance Report briefings to HQ;
- g) Track and provide the monthly status of the Undelivered Orders as assigned;
- h) Communicate via telephone (or VTC) the status of budget execution to stakeholders;
- i) Use PPPO reports from Oracle Business Intelligence (BI) to better analyze data from multiple sources, perform what-if and predictive analysis, deliver personalized content to financial users, generate and distribute highly formatted reports, and analyze the site's performance;
- j) Employ computer data bases to sort, filter, and compile financial data to generate financial reporting;
- k) Manage oversight of projects and provide support on large/complex site planning/construction, expansion or modifications, and execution of financial management systems; and
- l) Provide guidance and support the site management team on applicable processes, practices, and existing/proposed local, state and federal regulations.

C.11.5 Fiscal Planning, Analysis, Accounting, Auditing and Reporting

In support of the DOE Federal budgetary process, the Contractor shall assist PPPO with budget and funding assessments in all areas of planning, formulating information, analyzing, reviewing trends for impacts, providing projections and by performing funding and budgeting reconciliation. Subtasks include reviewing and analyzing existing and updated DOE guidance and policies and providing reviews and recommendations for compliance. Additional subtasks include researching and coordinating requests for information and reports from various organizations with senior PPPO management. HQ reporting includes, but is not limited to, Monthly, Quarterly, and Annual Performance Reviews: EVMS performance, performance metric status, milestone reporting and development of various supplemental packages including site wide safety, headcount/staffing, contract status, milestones and lessons learned.

In support of PPPO oversight of onsite contractors' financial management systems, the Contractor shall provide assistance in the evaluation of financial management data and documents.

Financial management support work activities include, but are not limited to the following:

- a) Annual DOE HQ Budget Requests and Briefings;
- b) Fiscal Reports to Support Budget Formation;
- c) Large volume of ad hoc requests from EM HQ and PPPO management;
- d) Trend and Strategic Analysis (i.e., identify actual costs and potential funding deficiencies);
- e) Funding Scenario and Cash Flow Projection Reports;
- f) Perform Environmental Liability Audits and Reporting;
- g) Pension and Post-Retirement Benefit Cost Analysis;
- h) Analyze proposals and Requests for Equitable Adjustments;
- i) Submit supporting monthly accrual information by the third first business day of every month;
- j) Monitor, validate and reconcile site contractors' (in support of PPPO) monthly accrual submissions;
- k) Monitor PPPO direct costs, including electric power and gas to include providing recommendations for site allocation;
- l) Provide tracking of integrated contractor/labor categories;
- m) Perform detailed financial and labor audits of contractor invoices to identify deficiencies;
- n) Consolidate invoice review comments/questions and coordinate contractor responses; and
- o) Develop and coordinate invoice review forms and review packages for PPPO approval;

C.11.6 Accountant/Auditor Oversight

The Contractor shall assist with accounting and audits to assist Budget and Contracting with a variety of tasks to include support of both budget and contractual management matters. These tasks include, but are not limited to, the following subtasks:

- a) Provide financial information to management by researching and analyzing accounting data;
- b) Prepare metrics and financial analyses for reports and decision-making;
- c) Assist with establishing and maintaining systems and internal controls, which ensure the integrity of all systems, processes and data;
- d) Recommend financial actions by analyzing accounting options;
- e) Summarize current financial status by collecting information;
- f) Substantiates financial transactions by auditing documents;
- g) Reconcile financial discrepancies by collecting and analyzing account information;
- h) Review invoices for payments by verifying documentation, and requesting data as necessary;
- i) Answer accounting procedure questions by researching and interpreting Federal procurement and accounting policy and regulations;
- j) Analyze federal, state, and local financial legal requirements and understand existing and new legislation;
- k) Prepare special financial reports by collecting, analyzing, and summarizing account information and trends;
- l) Prepare reports, letters, spreadsheets, etc.; and
- m) Inform the PPPO of issues/concerns, as it relates to finance and accounting matters.

C.12 Contract Management Support and Oversight

The Contractor shall provide contract management and oversight support to assist with integrating contract and project management functions in support of PPPO onsite operations.

The Contractor shall provide contract administration support for cost reimbursement, Firm Fixed Price and/or hybrid contracts. The Contractor must have an advanced understanding of the Federal acquisition process, data collection, reporting of acquisition-related input (i.e., Federal Procurement Data System (FPDS), Strategic Integrated Procurement Enterprise System (STRIPES), and other systems required).

The Contractor shall provide contract and procurement support as requested by the CO such as: generation of reports (e.g., Action Item Tracking Report, or Technical Evaluation Reports (TERs) required to monitor contract compliance, develop and evaluate Award Fee Plans (PEMPs) and assist with the development and evaluation of PBIs), provide support for onsite contractor invoice and deliverable reviews, provide support for data calls from DOE HQ and other agencies, assist with drafting of contract documents including letters and other correspondence, assist with the review of technical and cost proposals of existing and future contracts, including the management review, analysis and coordination of proposed contract modifications, development, editing, and management of contract deliverables, review and analysis of Lists A and B and other contract attachments, assist with the preparation, organization and maintenance of contract records and files (manual and electronic, i.e., input of contract records into STRIPES or invoice reviews), assist with documenting onsite contractor performance (both cost and schedule) and business systems as well as technical compliance with contract terms and conditions, provide technical oversight including performing and preparing TERs and review of onsite contractor plans and submissions such as subcontract consent packages (including tracking), Request for Proposals (RFPs), change orders, request for equitable adjustments, or closeout proposals, conduct contract assessments and audits and provide recommendations for overall contract administration and project management of performance measurement baselines.

The Contractor shall provide contract and project management assistance to PPPO with internal schedules. These schedules include but are not limited to: onsite contractor milestones, Integrated Milestone Schedule, Comprehensive Nickel Project Schedule, Easements and Property Transfer Schedule, contractor Fiscal Year Award Fee Plan Schedule, PPPO Budget and Integrated Priority Listing (IPL), contractor definitization and PMB Review, NERC, Weekly Status Updates, PPPO Assessment Plans, Regulatory Milestone Schedule, Site Specific Advisory Board and Citizen Advisory Board (CAB) and other specific procurement schedules as required.

The Contractor shall provide oversight at both sites for the implementation and management of Financial Assistance (FA) instruments (grants and cooperative agreements). This includes: technical evaluations; invoice reviews; development and review of technical reporting; participation in project meetings; and other analysis as directed. This oversight includes attendance at weekly and/or monthly meetings with onsite stakeholders, FA principals, the Public and PPPO. The Contractor shall provide ad hoc reporting as requested such as taking meeting minutes, or action item resolution within defined time frames.

The Contractor shall provide the personnel and resources as appropriate to deliver efficient and cost-effective support services for the requirements described below.

- a. Assists with the preparation of contract modifications, new contracts and/or Financial Assistance Instruments and/or Inter-Agency Agreements.
- b. Assists in developing contracts, grants, cooperative agreements, Inter-Agency Agreements, or any other type of contractual arrangement to include description/scope of work, budget, cost provisions, general terms and conditions, special provisions, reporting requirements, etc.

- c. Assists in processing all requests for contract and instrument modifications or amendments. Prepares all records of negotiation and supplemental agreements associated with the modifications for the Contract Specialist (CS)/Contracting Officer (CO).
- d. Prepares termination notices; supports negotiations of termination settlements; and collects and organizes termination information.
- e. Contract management
- f. Perform reviews, audits, and assessments for technical and cost analysis of proposals, claims, or REAs.
- g. Contract close out.
- h. Development and implementation of the site IPT charter, program specific IPT charters (e.g., D&D & Waste), Cost Account Manager training, EVMS system certification, partnering, participation in stakeholder meetings or community service activities, etc.

C.13 Property Transfer Oversight

C.13.1 Asset Recovery/Personal Property

The Contractor shall support DOE in developing and/or maintaining the Asset Recovery (AR) /Personal Property Transfer Program. Work activities under this task include, but are not limited to the following subtasks:

- Establish an excess material reuse and recycle program.
- Ensure alternatives to traditional land waste disposal are utilized.
- Utilize the local community reuse organization as a reutilization method.
- Prepare briefing materials, presentations, graphical displays as well as facilitating the disposition of materials through the reuse program.
- Draft recommendations, developing cost-benefit analysis of alternatives and participating in meetings to develop strategies, plans and methods of potential AR opportunities, including the monitoring AR requirements and implementation.
- Provide impact analyses of current programs/projects including the issuance of new and/or revised Federal, State, Local or DOE publications.
- Verify and validate onsite contractors' material databases (e.g., Asset Recovery Activity Oversight, Assessment and Tracking Report).
- Develop and recommend forecasts and AR targets, monitor regulations and funding requirements, and perform field oversight verification of the process.

C.13.2 Real Property Transfer

The Contractor shall assist PPPO in compliance with the requirements applicable to transfer, including, but not limited to, DOE Orders, National Historic Preservation Act (NHPA), NEPA, CERCLA 120(h), and other federal requirements as required. This includes general oversight, project management and technical support to ensure the transfer of real property from DOE to other appropriate entities under the appropriate authority, and/or the assignment of easements.

Work activities under this task include, but are not limited to the following subtasks:

- a) Participate in the revision, as necessary, of the Protocol for the Environmental Regulatory Processes for the Transfer of Real Property at the U.S. Department of Energy Portsmouth and Paducah Sites. Volume 1: Uncontaminated Property;
- b) Participate in the development, as necessary, of the Protocol for the Environmental Regulatory Processes for the Transfer of Real Property at the U.S. Department of Energy Portsmouth and Paducah Sites. Volume 2: Effectiveness Determination and Volume 3: Covenant Deferral;
- c) Participate in the revision, as necessary, of the PPPO Procedure, Planning for Due Diligence for Real Property Transfer;
- d) Provide screening of proposed real property actions against existing NEPA documents, including categorical exclusions and the Environmental Assessment (EA) for reuse (in development);
- e) Prepare CERCLA 120(h) or equivalent environmental baseline information to support real property transfer, including environmental due diligence research, such as title and deed research, spill and release records review, and risk analysis efforts using data provided by PPPO or its contractors to demonstrate suitability to transfer. This also includes coordination with the EMCBC on transfer documentation content and suitability for submittal to the appropriate organization;
- f) Participate in the PPPO and DOE HQ Property Transfer Working Groups to provide information on the status of Portsmouth and Paducah activities and to seek guidance on transfer topics of interest, such as Lessons Learned, applicable to PPPO sites;
- g) Provide information to PPPO on additional reviews that may be needed, including their scope, content and/or if the existing documentation is not sufficient to support a proposed property transfer;
- h) Coordinate with the EMCBC on real property aspects of transfer, including work on metes and bounds surveys, property appraisals and real property law interpretation as it pertains to real property transfers and easement assignments;
- i) Provide support and assistance in the areas of transfer package development, including assistance in responses to PPPO comments on future plans, economic projections, and other details that may be needed to further a transfer package;
- j) Complete, upon request by the CO, any NEPA EA or Findings of No Significant Impact (FONSI) associated with property transfers and ensure appropriate stakeholder engagement to support effective decision making; and
- k) Provide oversight, project management support and provide recommendations to improve the successful transfer of real property to requesting organizations. Since future reuse of the two (2) sites is being considered, the Contractor shall monitor the site-wide environmental assessment, participate in public meetings and must be prepared to submit appropriate documentation to support these efforts.

C.14 Public Affairs/Community Relations/Stakeholder Involvement Oversight

The Contractor shall be responsible for coordinating the overall public affairs function for PPPO, including supporting PPPO in interfacing with DOE Headquarters, other EM offices, community, other stakeholders, and shall coordinate with other PPPO contractors. The Contractor shall perform any required classification or public release review prior to any release of information and no information is to be released without PPPO Management approval.

The Contractor shall update the public participation plans as necessary, draft relevant articles for inclusion in newsletters or postings, graphics development, website creation, and maintenance of information on the PPPO website, coordinating the capture of images of PPPO program activities, preparing fact sheets and press releases, etc. The contractor shall support PPPO in preparing for public/stakeholder meetings.

The Contractor shall assist PPPO with a variety of tasks to support daily management of the communications function. The Contractor shall provide a communication expert to plan, analyze, organize and implement the public affairs function in a variety of message platforms including press releases, fact sheets, newsletters, employee communications and internet content.

The Contractor shall support PPPO interactions with Congressional staffers, DOE HQ, Federal, State and Local Site Regulators, onsite contractors and FA recipients, e.g., Commonwealth of Kentucky, Ohio Environmental Protection Agency, Kentucky Research Consortium for Energy and the Environment (KRCEE), Ohio University, and other DOE stakeholders as required. Stakeholder involvement required with this task is critical to the EM mission and crosses all functional requirements of this contract.

This includes communications with DOE/EM and both sites SSAB and CAB, support the development of the annual SSAB/CAB Work Plan, community reuse and property transfer, researching and supporting responses to FOIA requests and Congressional inquiries, performing and maintaining PPPO web site (including development), and other stakeholder support as required.

Stakeholder oversight may include the development, review, and coordination of work plans, presentations, agendas, action items, meeting minutes, logistical support, responding to site-wide information requests, FOIA requests, reports (i.e., Stakeholder Involvement Report), both sites websites, and recommendations.

The Contractor shall facilitate, coordinate, and attend meetings and resolve action items. Various community relations programs shall be developed, as necessary, to include presentations to area schools, civic groups and local officials. Tours shall be coordinated and conducted. Internal and external requests for information and required responses will be developed, coordinated, and submitted in a timely manner.

C.15 General Management & Administrative Functions

The Contractor shall establish management, support and general administrative activities necessary to safely execute the PWS requirements.

C.15.1 Contractor Employee Training

The Contractor shall provide fully trained personnel appropriately trained to support the PWS requirements. The Contractor is responsible for ensuring that personnel remain cognizant and knowledgeable (e.g., professional licensing, continuing education, certifications, ongoing technical training, new product versions) within their area of expertise including emerging and proven technologies applicable to the work being performed under this contract. The Contractor shall ensure that all employees complete the necessary site-specific training necessary to access the site, facilities, or project work areas (e.g., General Employee Training, Consolidated Annual Training, Rad Worker Training, Respirator Training, Annual Security Refresher Briefing and HAZWOPER Training) as listed below. The required training is stipulated by the site-contractor responsible for execution of the field work/operation.

The Contractor shall establish a Training Program Plan in accordance with DOE O 426.2 Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities and all applicable laws and regulations. The Training Program Plan shall be submitted to the PPPO for

approval within 90 days after NTP and shall include a Training Implementation Matrix or training program description or plan, which shall be updated annually and submitted to the PPPO for approval. The Contactor shall include any specific training or conferences the Contractor deems program specific and required by the PPPO outside of the mandatory training listed below in the Training Program Plan.

The Contractor shall ensure all employees attend PPPO mandatory training within the time frames requested as shown in the table below. This includes security and safety training, as directed by the COR (usually within 30 days of the first date of performance under this contract and at least once annually thereafter). The Contractor shall ensure that all personnel and subcontractors are adequately instructed about safety onsite and competently perform their work safely and efficiently at all times.

Site-Specific Training		
Training	Frequency	Requirement
Active Shooter	Annually	DOE Policy 444.1
Continuity of Operations (COOP)	Annually	DOE O 150.1
Annual Security Refresher Briefing	Annually	DOE O 470.4
Cyber Security Awareness	Annually	DOE O 205.1
Cyber Security Rules of Behavior	Annually	DOE O 205.1
Records Management 101	Annually	DOE O 243.1
Privacy Awareness Training	Annually	DOE O 206.1

The Contractor shall ensure that its personnel performing Safety, Health and Regulatory oversight are qualified and shall maintain their qualifications according to a documented process that is approved and periodically assessed by PPPO that is equivalent to PPPO-M-226.1-2. Oversight Program Plan (latest revision). Contractor personnel performing Safety, Health and Regulatory oversight shall complete the training within one year of completing Contract Transition. The Contractor shall ensure appropriate training is provided for staff performing Safety, Health and Regulatory oversight to acquire or maintain their qualifications.

For any specific training or conferences the Contractor deems program specific and required by the PPPO outside of the mandatory training in the table above, the Contractor shall submit an Annual Training Plan. This training plan must be approved by the CO and shall not include the training required to maintain a qualified workforce as required by position descriptions.

C.15.2 Closeout Work Activities

The Contractor shall submit a Contract Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the contract. The Contract Closeout Plan shall include a schedule of major activities, and shall address at a minimum:

1. Identification of all contract deliverables submitted and accepted. The Contractor shall include date submitted, PPPO acceptance date (if applicable) and status of any remaining open deliverables;
2. Status of all requirements (complete and incomplete) under this contract;
3. Identification of all subcontracts along with status of each subcontract's settlement and final payment. The Contractor shall identify for each subcontract under this contract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;
4. Status of activities performed in accordance with the Contractor's Records Management Close-Out;
5. Status of the final invoice and any incurred cost audit; and
6. Status of the final Contractor Performance Assessment Reporting System (CPARS) report.

The Contract Closeout Plan shall be submitted in accordance with this PWS at least 60 days prior to the end of the contract period. Final payment may be withheld by PPPO until all of the necessary activities are completed by the Contractor.

Upon completion of the contract, a final modification will be executed to officially close out the contract. A final release statement will be included in the closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract.

C.16 Indefinite Delivery/Indefinite Quantity (IDIQ)

Under the IDIQ CLIN, the Contractor shall provide additional services on an ad hoc basis for special projects for any of the work activities in the PWS. PPPO may also require the purchase of various supplies, equipment or services for minor modifications to existing space as directed by the CO. These products or services can range from a small appliance such as a fan or light, electrical outlet, switch, specialty cabling, moving services for larger items, or other commercial items or services to support evolving requirements.

Part I – The Schedule

Section D

Packaging and Marking

D.1 DOE-D-2001 Packaging and Marking (Oct 2014)

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

D.2 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

Part I – The Schedule

Section E

Inspection and Acceptance

E.1 Clauses Incorporated by Reference – Section E

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

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	FAR 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) <i>(Applies to CLIN 0001 and FFP Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) <i>(Applies to CLINs 0002, 0004, 0006 and CR Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) <i>(Applies to CLIN 0001 and FFP Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) <i>(Applies to CLINs 0002, 0004, 0006 and CR Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	
E.1.5	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	
FFP = Firm-Fixed-Price			

E.2 DOE-E-2001 Inspection and Acceptance (Oct 2014)

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

Part I – The Schedule

Section F

Deliveries or Performance

F.1 Clauses Incorporated by Reference – Section F

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

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.242-15	Stop-Work Order (Aug 1989) <i>(Applies to CLIN 0001 and FFP Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	N/A
F.1.2	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) <i>(Applies to CLINs 0002, 0004, 0006 and CR Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	N/A
F.1.3	52.242-17	Government Delay of Work (Apr 1984) <i>Applies to CLIN 0001 and FFP Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)</i>	N/A
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	
FFP = Firm-Fixed-Price			

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):

1. Paducah Gaseous Diffusion Plant/site in Paducah, KY
2. Portsmouth Gaseous Diffusion Plant/site in Pike County, Ohio
3. Portsmouth/Paducah Project Office (PPPO) in Lexington, KY

Services may also be performed at any other facilities which are owned, leased, or otherwise under the control of the U.S. Department of Energy, Portsmouth/Paducah Project Office. The CO may grant specific authority to perform work at another location when it has been determined advantageous to the Government.

F.3 Period of Performance

- (a) The Contract period of performance shall be five (5) years from the effective date of this Contract. The effective date of this Contract is the first day of the Contract Transition period of performance.

Periods of Performance (POP)		
Period	Start	End
Transition Period (estimated 60 days)	January 31, 2025	March 31, 2025
Base Period (2 years, 10 months)	April 1, 2025	January 31, 2028
Option Period 1 (12 months)	February 1, 2028	January 31, 2029
Option Period 2 (12 months)	February 1, 2029	January 31, 2030

- (b) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.
- (c) The contract contains IDIQ CLINs that have ordering periods consistent with the period of performance for the Base and Option Periods, and will be extended commensurate with the exercise of the Option Periods (if exercised).
- (d) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order. Issuance of Task Orders will not occur beyond the end of the Contract period of performance.

F.4 HOURS OF OPERATION

Operating hours for the Contractor will normally be the same duty hours as the PPPO and the respective sites. The actual operating hours for the Contractor and work hours for each employee will be agreed to by the PPPO or respective site office, the COR, and the Contractor's designated onsite supervisor.

ATTACHMENT 2

Contract Section G

Contract Administration Data

Part I – The Schedule

Section G

Contract Administration Data

Revision 2

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

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

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled, *Changes*.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

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

Pursuant to the clause at DEAR 952.242-70 entitled, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014)

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 Contract Administration (Oct 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.
- (b) Other Correspondence.
 - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall also be provided to the Contracting Officer.

- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.
 - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:
- (1) Administrative Contracting Officer:
 - (A) U.S. Department of Energy
Office of Environmental Management
Attn: ~~Karen Testerman Kristi~~
Sweeney
 - (B) Telephone number: (859) ~~397-5500219-4085~~
 - (C) Address:

U.S. Department of Energy
Portsmouth/Paducah Project office
1010 Majestic Drive
Lexington, KY 40513
 - (D) Email address: karen.testermankristy.sweeney@pppo.gov
 - (2) Administrative Contracting Officer (Alternate)
 - (A) U.S. Department of Energy
Office of Environmental Management
Attn: To be provided
 - (B) Telephone number: To be provided
 - (C) Address:

U.S. Department of Energy
Portsmouth/Paducah Project office
1017 Majestic Drive
Lexington, KY 40513
 - (D) Email address: reinhard.knerr@pppo.gov
 - (3) Contracting Officer's Representative
 - (A) U.S. Department of Energy
Office of Environmental Management
Attn: Reinhard Knerr, Deputy Manager
 - (B) Telephone number: (859) 219-4002

(C) Address:

U.S. Department of Energy
Portsmouth/Paducah Project office
1017 Majestic Drive
Lexington, KY 40513

(D) Email address: reinhard.knerr@pppo.gov

(4) Intellectual Property Counsel

(A) Patent Attorney

Integrated Service Center (ISC) Chicago Office acting through the Intellectual Property Law
Division of the Office of Chief Counsel

(B) Telephone number: (630) 252-2308

(C) Address:

Department of Energy
9800 S. Cass Ave.
Argonne, IL 60439

(D) Email address: To be provided

(5) Government Contract Administration Office

(A) U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive
Lexington, KY 40513

(B) Telephone number: (859) 219-4077

(C) Mailing address:

U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive
Lexington, KY 40513

(D) Email address: karen.testermankristy.sweeney@pppo.gov

G.5 DOE-G-2005 Billing Instructions (Apr 2020) (Revised) (Applies to CLIN 0001 and FFP Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting.

G.6 DOE-G-2005 Billing Instructions – Alternate I (Apr 2020) (Revised) (*Applies to CLINs 0002, 0004, 0006 and Cost Reimbursement Task Orders issued under the IDIQ CLINs 0003, 0005, and 0007*)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for fee payments which shall be invoiced when earned and provisional fee which may be invoiced quarterly in accordance with Section B.7 (i). All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If a Task Order is issued, the Statement of Cost must include a breakdown of costs for all respective task orders/subtasks and a summary for the total invoiced cost.
 - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.). The Contractor shall provide a separate invoice sheet by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.) by PWS element and funding type for the specific PWS elements.

- (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
 - (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.
 - (J) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, *Limitations on Subcontracting*.
 - (K) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
 - (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
 - (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
 - (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.7 Invoice/Payment Procedures

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and

will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I *Prompt Payment* clause of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Nov 2021)

- (a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the Contract or Task Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Unique Entity ID (UEI; generated by SAM.gov), a single assessment will be prepared for the joint venture using its CAGE code and UEI number. If the joint venture does not have a unique CAGE code and UEI number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)

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

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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 clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; through H.7, *Workforce Transition and Benefits Transition: Plans and Timeframes*; the following definitions are applicable (unless otherwise specified):

- (a) "Contract Award Date" means the date the contract is signed by the Contracting Officer (Contracting Officer), noted in Block 28 of the SF 33, *Solicitation, Offer and Award*.
- (b) "Contract Transition Period" means the transition period as defined in Section C of this Contract.
- (c) "Notice to Proceed (NTP)" means the authorization issued by the Contracting Officer for the Contractor to start incoming transition performance of this Contract.
- (d) "Contractor" means "the Offeror" as specified in Block 15A of Standard Form 33, Section A entitled "Solicitation, Offer and Award" of the contract.
- (e) "Incumbent Contractor" means Enterprise Technical Assistance Services, Inc. (ETAS) performing work under Contract No. 89303319CEM000055.
- (f) "Incumbent Employees" means employees who are regular employees of the Incumbent Contractor(s) as of the effective date of the "NTP".
- (g) "Non-Incumbent Employees" means new hires, i.e. employees other than Incumbent Employees hired by the Contractor after the effective date of the NTP.

H.4 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits

- (a) Preference in Hiring. The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.
 - (1) The Contractor shall provide, during the transition period, preferences in hiring for vacancies at the Portsmouth Gaseous Diffusion Site, Paducah Gaseous Diffusion Site or Portsmouth Paducah Project Office (PPPO) site located in Lexington, Kentucky (collectively referred to as PPPO sites) for non-exempt positions in accordance with applicable law as set forth below:

- (i) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (A) and (B) in descending order of priority:
 - (A) A preference in hiring for vacancies in non-exempt positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the NTP.
 - (B) A preference in hiring for vacancies in non-exempt positions for Incumbent Employees not hired into a substantially equivalent position in (i) but who meet the qualifications for another position.

(b) Employee Compensation: Pay and Benefits.

(1) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of the Transition period, a Contractor Employee Compensation Plan (to be submitted during contract transition only) 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:

- (i) Philosophy and strategy for all pay delivery programs.
- (ii) System for establishing a job worth hierarchy.
- (iii) Method for relating internal job worth hierarchy to external market.
- (iv) System that links individual and/or group performance to compensation decisions.
- (v) Method for planning and monitoring the expenditure of funds.
- (vi) Method for ensuring compliance with applicable laws and regulations.
- (vii) System for communicating the programs to employees.
- (viii) System for internal controls and self-assessment; and
- (ix) 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.

(2) 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 FAR 31.205-6 and 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 Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(3) Reports and Information

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

- (i) 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.
- (ii) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(14)(i) and their total cash compensation at the time of NTP and at the time of any subsequent change to their total cash compensation no later than March 1st of each year.

Section 702 of the Bipartisan Budget Act of 2013 (BBA; Pub. L. 113-67, December 26, 2013) establishes a cap on the reimbursement of compensation costs for contractor employees, adjusted annually to reflect the change in the Employment Cost Index for all workers as calculated by the Bureau of Labor Statistics (BLS).

(4) Pay and Benefit Programs.

The Contractor shall establish pay and benefit programs consistent with 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.

All 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.

The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

- (i) Any proposed major compensation program design changes prior to implementation.
- (ii) Variable pay programs/incentives. If not already authorized under Appendix A of the contract [or an Advance Agreement if there is no Appendix A], a justification shall be provided with proposed costs and impacts to budget, if any.
- (iii) 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 Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:

- (A) The Merit Increase and Promotion/Adjustment funds do 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.
 - (B) 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.
 - (C) Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - (D) Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer 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.
- (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability, unless the Contracting Officer, in accordance with the subparagraph (7) *Alternate Contractor Human Resource Requirements*, obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or an independent public accounting firm under the DOE contract for such services. Otherwise, the CIP should include the following components and data:
- (A) Comparison of average pay to market average pay.
 - (B) Information regarding surveys used for comparison.
 - (C) Aging factors used for escalating survey data and supporting information.
 - (D) Projection of escalation in the market and supporting information.
 - (E) Information to support proposed structure adjustments, if any.
 - (F) Analysis to support special adjustments.
 - (G) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - (H) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - (I) 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.
 - (J) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer.
 - (K) The Contracting Officer 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).

- (L) A discussion of the impact of budget and business constraints on the CIP amount.
- (M) Comparison of pay to relevant factors other than market average pay.

- (v) 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).

- (vi) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (v) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (vii) 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.

- (5) Service Credit.
The Contractor shall provide service credit for leave as set forth below:
 - (i) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in clause H.3, entitled *Definitions*, the Contractor shall carry over accrued leave balances and the length of service credit from Incumbent Contractors for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreement(s).

 - (ii) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s).

 - (iii) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

- (6) Other Benefit Programs.
No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to

implementation. The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term liabilities that are reported in the Department's financial statement, and increases in other benefits such as paid time off, insurance and employer contributions for defined contribution pension plans. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions. Any changes made by the Contractor 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.

- (7) Alternate Contractor Human Resource Requirements.
Alternatively, the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE); if the Contracting Officer does, the Contractor will not be required to submit the Compensation Increase Plan.
- (8) Allowable Salary for Key Personnel. Within 20 days after the effective date of the NTP, or as identified by the Contracting Officer, the Contractor shall submit EM Form 3220.5, Application for Contractor Compensation Approval, to the Contracting Officer for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the Contracting Officer.
- (9) Annual Actuarial Valuations. 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 Contracting Officer certification that the benefit plans are in full compliance with IRC and ERISA requirements.

H.5 Workforce Transition and Benefits Transition: Plans and Timeframes

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* and Section I clause DEAR 952.226-74, *Displaced Employee Hiring Preference*.
 - (1) Within 5 days after the effective date of the NTP, the Contractor shall:
 - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the Incumbent Employees and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and clause H.6, *DOE-H-2028 Labor Relations*, and contact information for the above personnel.
 - (ii) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with clauses H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* during the transition period.

- (iii) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees as defined in Clause H.3, *Definitions*.
 - (2) Within 10 days after the effective date of the NTP the Contractor shall submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, and with the requirements of clause H.6 *H-2028 Labor Relations*, as applicable.
 - (3) Within 15 days after the effective date of the NTP, the Contractor shall provide to the Contracting Officer a copy of the final Workforce Transition Plan described in paragraph (2) above.
 - (4) Within 15 days after the effective date of the NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(ii) above.
 - (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by clause H.4 *Special Provisions applicable to Workforce Transition and Employee Compensation: Pay and Benefits* in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
 - (i) During the transition period, such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (ii) On a less frequent basis, if requested by the Contracting Officer.
 - (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.
- (b) Benefits Transition Plan.
- (1) The Contractor shall submit a Benefits Transition Plan for Contracting Officer approval, within 15 days after the effective date of the NTP, as set forth herein.
 - (i) A detailed description of the Contractor's plans and procedures on how the Contractor will comply with clauses H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; and this paragraph (b).
 - (ii) All transitions of the existing pension(s) plans including market-based retirement and medical plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the transition period.

- (iii) 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 a reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
 - (iv) A written description of how benefit plans provided to employees pursuant to clauses H.4 *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.
 - (v) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the communicating and implementing the benefit plans. transition of existing benefit plans
 - (vi) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified,
 - (vii) 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 clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* including, the establishment of employee benefit plans.
 - (viii) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any other personnel deemed necessary by the Contractor.
 - (ix) If needed, draft or proposed final versions of any defined benefit and defined contribution pension plans, and other benefit plans including applicable draft Summary Plan Descriptions that the Contractor proposes to sponsor.
- (2) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above subparagraphs (b)(1) within two days of receipt of the comments, or the period of time specified by the Contracting Officer.
- (3) After the Contract Transition Period and throughout the remaining period of performance of the Contract the Contractor shall promptly provide upon request the following information to the Contracting Officer:
- (i) 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;

- (ii) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in clause H.4 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; and
- (iii) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.6 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations; to bargain collectively through their chosen labor representatives; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contractor. All such collective bargaining agreements entered into during the Contract Ordering Period should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (b) in any subcontracts.
- (c) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.7 Workforce Restructuring (Revised) (February 2019)

- (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 30 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 Contracting Officer 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 Contracting Officer 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 30 business days 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 workweeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer 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 online at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

- (h) The Contractor must perform an adverse impact analysis as part of its determination to undertake involuntary separation action(s). A copy of the adverse impact analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12- month period shall be submitted to the Contracting Officer and DOE or NNSA site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- (i) The Contracting Officer will review and approve any Specific Plan or adverse impact 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 adverse impact 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 Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, DEAR at 48 C.F.R. 952.231-71(f).

H.8 DOE-H-2049 Insurance Requirement (OCT 2014)

- (a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:
 - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) Employer's liability – \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability – \$500,000.
 - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
 - (5) Comprehensive automobile bodily injury liability – \$200,000 per person and \$500,000 per occurrence.
 - (6) Comprehensive automobile property damage – \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.9 DOE-H-2073 Risk Management and Insurance Programs

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 must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.5070 entitled, Indemnification and 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, DEAR 931.205-19 entitled, Insurance and Indemnification, DEAR 952.231-71 entitled Insurance-Litigation and Claims, and DEAR 970.5228-1 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 Contracting Officer 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 Contracting Officer'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 Contracting Officer 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 Contracting Officer review.

(D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

(9) Comply with the Contracting Officer'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 Contracting Officer 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 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 Contracting Officer 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 Contracting Officer; and

(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 contracting officer for any change in program direction; and

(2) Ensure insurance coverage replacement is maintained as required and/or approved by the contracting officer.

H.10 Overtime Control Reporting

The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the Contracting Officer six (6) months after the NTP and annually thereafter, no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

- (a) Compliance with provisions set forth in FAR 52.222-2;
- (b) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and
- (c) Overtime hours worked were in the best interest of the Government.

Summary Overtime Justification Reports will be used to assist the Contracting Officer in determining reasonableness and cost allowability. If the total overtime hours on a rolling 12-month average exceeds 10 percent, the Contractor shall submit to the Contracting Officer an Overtime Control Plan. The overtime percentage is to be calculated by dividing total overtime hours worked by total hours worked (i.e. the sum of overtime hours and straight time hours). This overtime premium will not be considered a Contracting Officer determination of overtime reasonableness or cost allowability.

BUSINESS SYSTEM CLAUSES

H.11 DOE-H-2022 Contractor Business Systems (Oct 2014)

- (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 to withhold payments.

(d) Withholding payments.

- (1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices 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.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the CO's intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO's final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination.
- (3) Payment withhold percentage limits.
 - (i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:
 - (A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and
 - (B) Ten (10) percent for significant deficiencies in multiple contractor business systems.

- (ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
 - (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:
 - (i) Interim payments under:
 - (A) Cost-reimbursement contracts;
 - (B) Incentive type contracts;
 - (C) Time-and-materials contracts; or
 - (D) Labor-hour contracts.
 - (ii) Progress payments to include fixed-price contracts.
 - (5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
 - (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.
 - (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.
 - (8) The payment withholding authorized in this clause is not subject to the interest penalty provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
- (1) The Contractor shall notify the 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 direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.
 - (ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.

- (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 payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.
- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.12 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)

(a) Definitions. As used in this clause:

- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:
 - (i) Applicable laws and regulations are complied with;
 - (ii) The accounting system and cost data are reliable;
 - (iii) Risk of misallocations and mischarges are minimized; and
 - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of 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 NTP. 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 cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); 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 payments. If the CO makes a final determination to disapprove the Contractor's accounting system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

H.13 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)

- (a) Definitions. Property in this clause refers to personal property only. 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. The Contractor shall utilize the DOE's internal database, Inventory Management System, for its property control record

in accordance with 41 CFR Part 109. 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 NTP. 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 payments. 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 payments in accordance with that clause.

H.14 DOE-H-2026 Contractor Purchasing System Administration (OCT 2014)

(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 Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after the NTP. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer 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 Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);
 - (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
 - (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
 - (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
 - (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
 - (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
 - (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
 - (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
 - (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
 - (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
 - (11) Document negotiations in accordance with 48 CFR 15.406-3;
 - (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
 - (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown 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 U.S.C. 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 flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (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; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, 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 Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
 - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) the adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS

H.15 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 (NOVs/NOAVs) 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 NOV/NOAVs 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 NOV/NOAVs and fines and penalties.

H.16 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-8. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

H.17 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-8 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official:

Name: Sherry L. Browder
 Position: CEO & President
 Company/Organization: Professional Project Services, Inc.
 Address: 1100 Bethel Valley Road, Oak Ridge, TN 37830
 Phone: 865.220.4300
 Facsimile: 865.220.4474
 Email: browders@p2s.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	Position	Organization	Address	Phone	Fax	Email
Dr. L. Barry Goss	Founder and Chairman of the Board	Pro2Serve	7223 River Run Drive, Chattanooga, TN 37416	(865) 607-4041	(865) 220-4474	gossb@p2s.com
Gerald Boyd	Board Member	Pro2Serve	159 Whippoorwill Drive, Oak Ridge, TN 37830	(865) 206-9019	(865) 220-4474	gboyd329@comcast.net
Lloyd Caldwell	Board Member	Pro2Serve	47513 Compton Circle, Potomac Falls, VA 20165	(571) 413-4804	(865) 220-4474	lloydcaldwell47@gmail.com
Dr. Robert Van Hook	Board Member	Pro2Serve	698 Angler's Cove Road Kingston, TN 37763	(865) 310-0110	(865) 220-4474	rivanhook@aol.com
Alan Wade	Board Member	Wade Associates, Inc.	8601 Ordinary Way, Annandale, VA 22003	(703) 963-2933	(865) 220-4474	alanwade@wade-associates-inc.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 226.1B *Implementation of Department of Energy Oversight Policy*. The Responsible Corporate Official through the Contractor shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual

Contractor Performance Assessment Reporting System (CPARS) evaluation shall consider the execution of the requirements of this clause, including the Contractor’s performance managing its subcontractors.

H.18 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224--2 entitled, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 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*, FAR 52.224-2 entitled, *Privacy Act*, and FAR 52.224-3 entitled, *Privacy Training* are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of records, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of records DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.19 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (Jul 2018)

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause FAR 52.227-14 *Rights in Data - General*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, 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.20 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.
- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the CO" in all subcontracts.

H.21 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to

informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.
- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.22 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.23 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)

Within 15 days after the NTP, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72

entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.24 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 (POP) 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 POP 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.25 RESERVED

H.26 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

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

H.27 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

The Contractor's Representations, Certifications, and Other Statements, dated April 9, 2024 made in response to Solicitation No. 89303324REM120 are hereby incorporated into the contract.

H.28 Employee Safety & Health

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in the PPPO Federal Employee Occupational Safety and Health (FEOSH) Program. In performance of the

work, the Contractor shall provide a safe and healthful workplace and must comply with the PPPO approved FEOSH Program and all applicable federal and state environment, health, and safety regulations.

- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. When requested, the Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the PPPO Computerized Accident/Incident Reporting System (CAIRS) Technical Manager and the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and the requirements set forth of the PPPO FEOSH Program, the requirements of the PPPO FEOSH Program shall take precedence.

H.29 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

- (a) The following subcontractors have been determined to be Teaming Subcontractors:
Leidos, Inc. (Leidos) and Sigma Science, Inc. (Sigma)
- (b) In the event that the Contractor plans either to award or use a new Teaming Subcontractor or replace an existing, approved Teaming Subcontractor identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (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 the contract, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer and will not be delegated. The Contractor shall

provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer.

H.30 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 Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this 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.31 DOE-H-2061 Change Order Accounting (Oct 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

H.32 DOE-H-2063 Confidentiality of Information (Feb 2022) (Revised)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
 - (d) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
 - (e) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
 - (f) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
 - (g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.33 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.34 DOE-H-2068 Conference Management (Mar 2023)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences, and Contractor participation in DOE conferences sponsored by a Departmental Element, reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor shall ensure its sponsored conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is first defined by the Federal Travel Regulation (FTR) as "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.
- (c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.
- (d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor, when expected costs exceed \$100,000 in net costs to the Department, in the Department's Conference Management Tool (CMT), including:
 - (1) Conference title, description, and date

- (2) Location and venue
 - (3) Description of any unusual expenses (e.g., promotional items)
 - (4) Description of contracting procedures used (e.g., competition for space/support)
 - (5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs
 - (6) Number of attendees
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the Contracting Officer and approved by the corresponding federal executive oversight entity.
- (g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the Contractor will not expend funds on the proposed conference that exceeds \$100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,
- (1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.
 - (2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.
 - (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conferences in the DOE Conference Management Tool.
- (h) For conferences sponsored by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.
- (i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE'S Conference Management Tool.

H.35 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 (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE 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 expense 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.36 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

- (a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

Table H-1. Key Personnel

Name	Position	Primary Duty Location
John Lopez	Program Manager	Lexington, KY
Kelly Layne	Paducah Project Manager	Paducah, KY
Dale Pendry	Portsmouth Project Manager	Portsmouth, OH
John Ball	OSMS Project Manager	Lexington, KY
William (Todd) Ewing	Information Technology (IT) Manager	Lexington, KY

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 primary duty station. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
 - (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated
 - (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
 - (4) The Key Personnel must have the ability to obtain and maintain a "Q" clearance level by the end of the Transition period.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
 - (2) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
 - (3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."
- (c) Contract fee reductions for changes to Key Personnel.

Any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$50,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$25,000 for each and every such occurrence. A change to a key person, other than the Program Manager, "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.

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

H.37 DOE-H-2071 Department of Energy Directives (Oct 2014)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.38 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245--1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government--owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
 - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.

- (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
 - (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (c) The Contractor shall:
- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government--owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

H.39 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used.

Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.40 DOE-H-2076 Lobbying Restrictions (Nov 2018)

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

H.41 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
 - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
 - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
 - (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.42 DOE-H-2083 Safety Culture (Feb 2022)

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those values; promoting a safety conscious work environment in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

- (1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (4) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- (5) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, "Safety Culture Focus Areas and Associated Attributes."

(i) Leadership

- (A) Demonstrated safety leadership
- (B) Risk-informed, conservative decision making
- (C) Management engagement and time in the field
- (D) Staff recruitment, selection, retention, and development
- (E) Open communication and fostering an environment free from retribution
- (F) Clear expectation and accountability

(ii) Employee/Worker Engagement

- (A) Personal commitment to everyone's safety
- (B) Teamwork and mutual respect
- (C) Participation in work planning and improvement
- (D) Mindfulness of hazards and controls

(iii) Organizational Learning

- (A) Credibility, trust, and reporting errors and problems
- (B) Effective resolution of reported problems
- (C) Performance monitoring through multiple means

- (D) Use of operations experience
- (E) Questioning attitude

OTHER CLAUSES

H.43 Task Ordering Procedure

- (a) A Task Order may be issued under this Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).
- (b) All Task Orders shall be completed in accordance with the 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) 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.
- (d) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
 - (1) A Task Order PWS 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 required 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.
- (e) 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) 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
 - (4) Any other information required to determine the reasonableness of the Contractor's proposal.
- (f) 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) PWS 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-Fixed-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.
- (g) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within three (3) business days after receipt.
- (h) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.44 Parent Organization Support

- (a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of Contract requirements;
 - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
 - (3) Sustain excellence of Contract key personnel;
 - (4) Ensure effective internal processes and controls for disciplined Contract execution;
 - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate Contract performance.
- (c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:

- (1) The end of the Contract Transition Period; or
- (2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

Any subsequent POSP shall be submitted at least 60 days prior to the start of each year of Contract performance.

H.45 Subcontractor Timekeeping Records Signature Requirement

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, *Cost Reimbursement Contracts*, FAR Section 16.405, *Cost Reimbursement Incentive Contracts*, and FAR Subpart 16.6, *Time and Materials, Labor Hour, and Letter Contracts*. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, *Indefinite Delivery Contracts*) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.46 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 entitled, Requirements Sources and Implementing Documents, section 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, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, 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.47 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the National Nuclear Security Administration (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.48 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 legal management practices. Within 60 days after the NTP, the Contractor shall provide a Legal 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, *Equal Opportunity 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.49 Emergency Response

- (a) The DOE Office of Environmental Management (EM) Manager or Contractor shall determine when an emergency situation may exist at **Portsmouth/Paducah Project Office (PPPO) sites** and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.

- (b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

H.50 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.51 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.52 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 14058, Transforming Federal Customer Experience and Service Delivery To Rebuild Trust in Government
- (2) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries
- (3) Executive Order 14028, Improving the Nation's Cybersecurity
- (4) Executive Order 13984, Taking Additional Steps to Address the National Emergency with Respect to Significant Malicious Cyber-Enabled Activities
- (5) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
- (6) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
- (7) Executive Order 13870, America's Cybersecurity Workforce
- (8) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
- (9) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
- (10) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
- (11) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (12) Executive Order 13702, Creating a National Strategic Computing Initiative
- (13) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
- (14) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
- (15) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
- (16) Executive Order 13589, Promoting Efficient Spending
- (17) Executive Order 13587, Structural Reforms to Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
- (18) Executive Order 13556, Controlled Unclassified Information
- (19) Executive Order 13526, Classified National Security Information
- (20) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuance of Certain Federal Advisory Committees; Executive Order 13385, Continuance of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuance Of Certain Federal Advisory Committees
- (21) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuance of Certain Federal Advisory Committees

- (22) Executive Order 13103, Computer Software Piracy
 - (23) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information
- (d) Office of Management and Budget (OMB) Circulars/Memoranda:
- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
 - (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
 - (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
 - (4) OMB Memorandum M-23-18, Administration Cybersecurity Priorities for the FY 2025 Budget
 - (5) OMB Memorandum M-23-16, Update to Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices
 - (6) OMB Memorandum M-23-13, “No TikTok on Government Devices” Implementation Guidance
 - (7) OMB Memorandum M-23-10, The Registration and Use of .gov Domains in the Federal Government
 - (8) OMB Memorandum M-23-07, Update to Transition to Electronic Records
 - (9) OMB Memorandum M-23-03, FY23 FISMA Guidance
 - (10) OMB Memorandum M-23-02, Migrating to Post-Quantum Cryptography
 - (11) OMB Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices
 - (12) OMB Memorandum M-22-16, Administration Cybersecurity Priorities for the FY 2024 Budget
 - (13) OMB Memorandum M-22-09, Moving the U.S. Government Toward Zero Trust Cybersecurity Principles
 - (14) OMB Memorandum M-22-01, Improving Detection of Cybersecurity Vulnerabilities and Incidents on Federal Government Systems through Endpoint Detection and Response
 - (15) OMB Memorandum M-21-31, Improving the Federal Government’s Investigative and Remediation Capabilities Related to Cybersecurity Incidents
 - (16) OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures
 - (17) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes
 - (18) OMB Memorandum M-21-07, Completing the Transition to Internet Protocol Version 6 (IPv6)
 - (19) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
 - (20) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)
 - (21) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
 - (22) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
 - (23) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
 - (24) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
 - (25) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
 - (26) OMB Memorandum M-19-21, Transition of Electronic Records
 - (27) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
 - (28) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
 - (29) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
 - (30) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government

- (31) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
- (32) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
- (33) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
- (34) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- (35) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- (36) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements for Reporting and Assuring Data Reliability
- (37) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
- (38) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- (39) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
- (40) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- (41) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- (42) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- (43) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- (44) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- (45) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
- (46) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- (47) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
- (48) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- (49) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- (50) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- (51) 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)
- (52) OMB Memorandum M-12-10, Implementing PortfolioStat
- (53) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (54) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (55) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (56) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- (57) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (58) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)

- (59) OMB Memorandum M-10-06, Open Government Directive
- (60) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
- (61) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (62) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (63) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (64) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (65) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- (66) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- (67) OMB Memorandum M-04-16, Software Acquisition
- (68) 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
- (69) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives
- (70) OMB Memorandum M-04-04, E-Authentication Guidance
- (71) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
- (72) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
- (73) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
- (74) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
- (75) OMB Memorandum M-02-15, Revision of OMB Circular A-16
- (76) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
- (77) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
- (78) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
- (79) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
- (80) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
- (81) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
- (82) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
- (83) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
- (84) OMB Memorandum M-99-05, Instructions on Complying with President’s Memorandum of May 14, 1998, “Privacy and Personal Information in Federal Records”
- (85) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting

- (86) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
 - (87) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
 - (88) OMB Memorandum M-97-09, Interagency Support for Information Technology
 - (89) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
 - (90) OMB Memorandum M-97-02, Funding Information Systems Investments
 - (91) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency (CISA) Emergency and Binding Operational Directives
- (1) DHS CISA ED 22-03, Mitigate VMWare Vulnerabilities
 - (2) DHS CISA ED 21-04, Mitigate Windows Print Spooler Service Vulnerability
 - (3) DHS CISA ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
 - (4) DHS CISA ED 21-02, Mitigate Microsoft Exchange On-Premises Product Vulnerabilities
 - (5) DHS CISA ED 21-01, Mitigate SolarWinds Orion Code Compromise
 - (6) DHS CISA ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
 - (7) DHS CISA ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
 - (8) DHS CISA ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
 - (9) DHS CISA ED 19-01, Mitigate DNS Infrastructure Tampering
 - (10) DHS CISA BOD 23-02, Mitigating the Risk from Internet-Exposed Management Interfaces
 - (11) DHS CISA BOD 23-01, Improving Asset Visibility and Vulnerability Detection on Federal Networks
 - (12) DHS CISA BOD 22-01, Reducing the Significant Risk of Known Exploited Vulnerabilities
 - (13) DHS CISA BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
 - (14) DHS CISA BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
 - (15) DHS CISA BOD 18-02, Securing High Value Assets
 - (16) DHS CISA BOD 18-01, Enhance Email and Web Security
 - (17) DHS CISA BOD 17-01, Removal of Kaspersky branded Products
 - (18) DHS CISA BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
 - (19) DHS CISA BOD 16-02, Threat to Network Infrastructure Devices
- (f) Secretarial Memoranda
- (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
 - (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
 - (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
 - (4) EXEC-2016-003721, Information Technology Management Reforms
 - (5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements
- (g) Office of Environmental Management (EM) Requirements
- (1) DOE Enterprise Cybersecurity Program Plan v1.1

(2) EM Cybersecurity Program Plan

H.53 Organizational Conflict of Interest Between PPPO Site Contracts

Performance of the PPPO TSS Contract will be restricted throughout the Contract period of performance to a Contractor that is not concurrently performing the Portsmouth Decontamination and Decommissioning (D&D) contract, the Paducah Deactivation and Remediation (D&R) contract, the DUF6 contract, the Operations and Site Mission Support (OSMS) contract, the Portsmouth Infrastructure Support Services contract, the Paducah Infrastructure Support Services contract, or other future PPPO contracts with those work scopes.

This PPPO TSS Contract restriction applies to member(s) of a contractor team arrangement as described in FAR 9.601(1), Contractor Team Arrangements, and any parents, affiliates, or subsidiaries of the teaming member(s) concurrently performing, either as a prime contractor or a subcontractor, the Portsmouth D&D contract, the Paducah D&R contract, the DUF6 contract, the OSMS contract, the Portsmouth Infrastructure Support Services contract, the Paducah Infrastructure Support Services contract, or other future PPPO contracts with those work scopes.

This PPPO TSS Contract restriction also applies to PPPO TSS subcontractor(s) performing work under the C.2 Environment, Safety, Health and Quality (ESH&Q), C.3 General Oversight, C.4 Nuclear Material Management, C.5 Nuclear Safety Basis Oversight and Safety Management Program Support, C.6 Environmental Risk Assessments, C.8 IT and Cyber Security Oversight, C.9 Safeguards and Security Oversight, C.10.4 Records Management, C.11 Project Management & Integration, and C.12 Contract Management Support and Oversight work scopes who are concurrently performing the Portsmouth D&D contract, the Paducah D&R contract, the DUF6 contract, the OSMS contract, the Portsmouth Infrastructure Support Services contract, the Paducah Infrastructure Support Services contract, or other future PPPO contracts with those work scopes.

H.54 Organizational Conflict of Interest – Affiliate(s)

The prime contractor, **Enterprise Technical Assistance Services, Inc. (ETAS)**, is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

H.55 PPPO Site Services and Interface Requirements Matrix

- (a) Controls. When services between PPPO prime contractors are executed, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing

contractor's contract. The requesting prime contractor may assume that such contract requirements, are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract provided by the requesting contractor. Special conditions required to meet the requesting contractor's requirements shall be documented through interface documents such as Memorandums of Agreement, Functional Service Agreements, Service Level Agreements, or Interface Control Documents.

- (b) Right of Access. PPPO contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.
- (c) Nuclear Safety. The Contractor shall establish a protocol with each PPPO Site prime contractor identified in Section J, Attachment J-5, entitled, PPPO Site Services and Interface Requirements Matrix. This protocol shall establish the basis to perform contract work scope within a nuclear facility or perform work scope that affects the safety basis of a nuclear facility that is operated by the PPPO contractor who has responsibility for the nuclear facility.
 - (1) The protocol shall:
 - (i) Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to performing the work; and
 - (ii) Be signed by the performing Contractor and concurred with by the other affected contractor.
 - (2) The service-providing Contractor shall:
 - (i) Comply with all facility safety authorization basis and nuclear safety requirements that are established by the PPPO contractor responsible for the nuclear facility; and
 - (ii) Flow down to each subcontractor the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.
- (d) Payment for Services: If Contractors entering into services agreement, Contractors shall pay for services from other site contractors in accordance with approved financial accounting systems and notify their DOE CO.
- (e) Responsibility for Delivery of Service. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS&I. The Government shall not be held responsible for the delivery or non-delivery of services between PPPO contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the DOE CO. DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

- (f) PPPO TSS Contractor services are not commercial services. Likewise, services provided by other site contractors, including the ISS Contractor are not commercial services. Unless specified otherwise by the CO, all services (see Section J, Attachment J-5) including all Information Technology and Management Services, are unique to PPPO, and are not “commercial services” as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of these services by means of any process reserved for the acquisition of commercial services without first receiving written approval from the DOE CO expressly stating that a particular service to be acquired meets the FAR 2.101 definition of a “commercial service.”

H.56 Access Controls for Visiting Minors

Access of minors to PPPO areas and facilities controlled for radiologic purposes is not permitted for minors under the age of 18 under any circumstance. Visiting minors may only be permitted into Controlled Access Areas when approved by the PPPO Health Physicist, the appropriate Site Lead and the PPPO Deputy Manager and Manager, or Designee. Such approval shall be documented in writing. Visiting minors must be accompanied by, and under the supervision of, a parent, legal guardian or chaperone. In addition, a Parental Consent for Minors Visiting PPPO form must be completed for each visiting minor. This policy is not applicable to workers who are under the age of 18, including the U.S. Department of Energy (DOE) contractors and their subcontractors and persons working under DOE grants.

Part II – Contract Clauses

Section I

Contract Clauses

I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/?q=browsefar>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General Hotline Poster
I.13	52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)	
I.14	52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
I.15	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.16	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.17	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.18	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.19	52.204-13	System for Award Management Maintenance (Oct 2018)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.20	52.204-14	Service Contract Reporting Requirements (Oct 2016)	
I.21	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)	
I.22	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.23	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.24	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.25	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	
I.26	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
I.27	52.204-27	Prohibition on a ByteDance Covered Application (June 2023)	
I.28	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	
I.29	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.30	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.31	52.210-1	Market Research (Nov 2021)	
I.32	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.33	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.34	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.35	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.36	52.215-14	Integrity of Unit Prices (Nov 2021) – Alt I (Oct 1997)	
I.37	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.38	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.39	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.40	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.41	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Nov 2021) –Alt III (Oct 1997)	(c) email , as requested by the Contracting Officer.
I.42	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.43	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)

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.44	52.216-8	Fixed Fee (Jun 2011)(<i>Applies to CR Task Orders with fixed fee only</i>)	
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 Below	Ordering (Aug 2020) (Applies to IDIQ CLINs only)	(a) from the NTP through the end of the contract period of performance (total contract ordering period)
I.47	52.216-19 Full Text Below	Order Limitations (Oct 1995) (Applies to IDIQ CLINs only)	(a) \$0 (b)(1) \$10M (b)(2) \$10M (b)(3) 365 (d) 5
I.48	52.216-22 Full Text Below	Indefinite Quantity (Oct 1995) (Applies to IDIQ CLINs only)	(d) one year beyond the expiration date of the contract
I.49	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the contract, as applicable
I.50	52.217-9 Full Text Below	Option to Extend the Term of the Contract (Mar 2000)	(a) any time prior to the expiration of the contract; 30 days (c) five years
I.51	52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
I.52	52.219-8	Utilization of Small Business Concerns (Sep 2023)	
I.53	52.219-14	Limitations on Subcontracting (Oct 2022)	(f) (1) By the end of the base term of the contract and then by the end of each subsequent option period;
I.54	52.219-28	Post-Award Small Business Program Re-representation (Sep 2023)	(h) [Contractor Fill-In, post-award, as applicable]
I.55	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.56	52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) \$0
I.57	52.222-3	Convict Labor (Jun 2003)	
I.58	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.59	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2022)	
I.60	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
I.61	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.62	52.222-26	Equal Opportunity (Sep 2016)	
I.63	52.222-35	Equal Opportunity for Veterans (Jun 2020)	
I.64	52.222-36	Equal Opportunity for Workers With Disabilities (Jun 2020)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.65	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.66	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.67	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.68	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
I.69	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) (Aug 2018)	
I.70	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
I.71	52.222-50	Combating Trafficking in Persons (Nov 2021)	
I.72	52.222-54	Employment Eligibility Verification (May 2022)	
I.73	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
I.74	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
I.75	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.76	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.77	52.223-6	Drug-Free Workplace (May 2001)	
I.78	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) the Contracting Officer
I.79	52.223-10	Waste Reduction Program (May 2011)	
I.80	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.81	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.82	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.83	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.84	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
I.85	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.86	52.223-19	Compliance with Environmental Management Systems (May 2011)	
I.87	52.224-1	Privacy Act Notification (Apr 1984)	
I.88	52.224-2	Privacy Act (Apr 1984)	
I.89	52.224-3	Privacy Training (Jan 2017)	
I.90	52.225-1	Buy American – Supplies (Oct 2022)	
I.91	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.92	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.93	52.227-1	Authorization and Consent (Jun 2020)	
I.94	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.95	52.227-3	Patent Indemnity (Apr 1984)	
I.96	52.227-14	Rights in Data – General (May 2014) – Alt II (Dec 2007), Alt III (Dec 2007), and Alt V (Dec 2007) (as modified by DEAR 927.409)	
I.97	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	All Pages
I.98	52.228-5	Insurance – Work on a Government Installation (Jan 1997) (Applies to FFP Task Orders only)	
I.99	52.229-3	Federal, State, and Local Taxes (Feb 2013) (Applies to FFP Transition CLIN and FFP Task Orders issued under the IDIQ CLINs that exceed the SAT)	
I.100	52.232-1	Payments (Apr 1984) (Applies to FFP Transition CLIN and FFP Task Orders issued under the IDIQ CLINs)	
I.101	52.232-8	Discounts for Prompt Payment (Feb 2002) (Applies to FFP Transition CLIN and FFP Task Orders issued under the IDIQ CLINs)	
I.102	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.103	52.232-11	Extras (Apr 1984) (Applies to FFP Transition CLIN and FFP Task Orders issued under the IDIQ CLINs)	
I.104	52.232-17	Interest (May 2014)	
I.105	52.232-18	Availability of Funds (Apr 1984)	
I.106	52.232-22	Limitation of Funds (Apr 1984)	
I.107	52.232-23	Assignment of Claims (May 2014)	
I.108	52.232-25	Prompt Payment (Jan 2017) – Alt I (Feb 2002) (Alternate I applies to CR CLINs and CR Task Orders issued under the IDIQ CLINs)	
I.109	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.110	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.111	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
I.112	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.113	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.114	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.115	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
I.116	52.237-3	Continuity of Services (Jan 1991)	
I.117	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.118	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.119	52.242-3	Penalties for Unallowable Costs (Dec 2022)	
I.120	52.242-4	Certification of Final Indirect Costs (Jan 1997)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.121	52.242-13	Bankruptcy (Jul 1995)	
I.122	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
I.123	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt II (Apr 1984), Alt III (Apr 1984)	
I.124	52.243-4	Changes (Jun 2007)	
I.125	52.243-6	Change Order Accounting (Apr 1984)	
I.126	52.243-7	Notification of Changes (Jan 2017)	
I.127	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2020)	(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) Leidos and Sigma Science
I.128	52.244-5	Competition in Subcontracting (Dec 1996)	
I.129	52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2023)	
I.130	52.245-1	Government Property (Sep 2021)	
I.131	52.245-9	Use and Charges (Apr 2012)	
I.132	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.133	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. 89303324DEM000120; the Contract Administration Office specified in Section G
I.134	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.135	52.248-1	Value Engineering (Jun 2020)	(m) Contract No. 89303324DEM000120
I.136	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders only)	
I.137	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to CR Task Orders only)	
I.138	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP Task Orders only)	
I.139	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	
I.140	52.251-1	Government Supply Sources (Apr 2012)	
I.141	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.142	52.253-1	Computer Generated Forms (Jan 1991)	
I.143	952.202-1	Definitions (Feb 2011)	

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.144	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.145	952.204-2	Security Requirements (Aug 2016)	
I.146	952.204-70	Classification/Declassification (Sep 1997)	
I.147	952.204-75	Public Affairs (Dec 2000)	
I.148	952.204-76	Conditional payment of fee or profit—safeguarding restricted data and other classified information (Jan 2004)	
I.149	952.204-77	Computer Security (Aug 2006)	
I.150	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.151	952.208-70	Printing (Apr 1984)	
I.152	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) one (1)
I.153	952.215-70	Key Personnel (Dec 2000)	
I.154	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.155	952.217-70	Acquisition of Real Property (Mar 2011)	
I.156	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.157	952.223-78	Sustainable Acquisition Program (Oct 2010)	
I.158	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.159	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.160	952.231-71	Insurance-Litigation and Claims (Jul 2013)	
I.161	952.242-70	Technical Direction (Dec 2000)	
I.162	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.163	970.5204-1	Counterintelligence (Dec 2010)	
I.164	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	
I.165	970.5217-1	Strategic Partnership Project Program (Non-DOE Funded Work) (Apr 2015)	

Acronyms:

CR = cost reimbursement	FFP = firm fixed price
DEAR = U.S. Department of Energy Acquisition Regulation	HUBZone = Historically Underutilized Business Zone
DOE = U.S. Department of Energy	PRB = post-retirement benefit
EPA = U.S. Environmental Protection Agency	TBD = to be determined
FAR = Federal Acquisition Regulation	

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.24) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
(Nov 2021)**

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(I.46) FAR 52.216-18 Ordering (Aug 2020) (Applies to IDIQ CLINs only)

- (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 the NTP through the end of the Contract period of performance (total contract ordering period).
- (a) 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.
- (b) 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) (Applies to IDIQ CLINs only)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0 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 [REDACTED]
 - (2) Any order for a combination of items in excess of [REDACTED]; 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 (FAR)), 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) (Applies to IDIQ CLINs only)

- (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 **one year** beyond the expiration date of the contract.

(I.50) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within any time prior to the expiration of the contract; provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least 30 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 five years.

(I.68) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-7 for Wage Determinations applicable to this Contract).

For Fayette County, KY; McCracken County, KY and Scioto/Pike County, OH:

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Administrative Assistant I	GS-7	\$22.45
Administrative Assistant II	GS-8	\$24.86
Administrative Assistant III	GS-9	\$27.46
Technical Writer/Editor	GS-9	\$27.46
Records Management Technician	GS-5	\$18.12
The PPPO TSS contractor is required to comply with Executive Order 13706 Establishing Paid Sick Leave for Federal Contractors; therefore, the minimum Fringe Rate is \$4.57/hour.		

(I.78) 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.134) 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.164) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)
(Issued by DOE Policy Flash 2015-23)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

- (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B)

beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

Part III - List of Documents, Exhibits, and Other Attachments

Section J - List of Attachments

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Contract Deliverables
J-4	License Renewals and Service Agreements
J-5	PPPO Site Services and Interface Requirements Matrix
J-6	Performance Evaluation Measurement Plan (PEMP)
J-7	Wage Determinations
J-8	Performance Guarantee Agreement
J-9	Government Furnished Services and Information (GFS/I)

ATTACHMENT J-1

ACRONYM LIST

<u>Acronym</u>	<u>Definition</u>
AACS	Automated Access Control System
ACO	Administrative Contracting Officer
ACOR	Alternate Contracting Officer's Representative
ALARA	As-Low-As-Reasonably Achievable
ANSI	American National Standards Institute
AO	Authorizing Official
AODR	Authorizing Official Designated Representative
AP	Additional Protocol
AR	Administrative Record
ASME	American Society of Mechanical Engineers
ASRB	Annual Security Refresher Briefing
ARAR	Applicable or Relevant and Appropriate Requirements
ASER	Annual Site Environmental Report
AWP	Annual Work Plan
BCP	Baseline Change Proposal
BEARS	Budget Execution and Reporting System
BI	Business Intelligence
BOP	Balance of Power
CAAS	Criticality Accident Alarm System
CAB	Citizen Advisory Board
CAD	Computer-Aided Design
CAIRS	Computerized Accident/Incident Reporting System
CAP	Corrective Action Plan
CAS	Contractor Assurance System
CAT	Consolidated Annual Training
CBT	Computer Based Training
CCB	Contract Change Board
CDR	Contract Data Reports
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFO	Chief Finance Officer
CFR	Code of Federal Regulations
CHRM	Contractor Human Resources Management
CLIN	Contract Line Item Number
CIO	Chief Information Officer
CMPC	Classified Matter Protection & Control
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment Reporting System
CPB	Contractor Performance Baseline

CPOF	Conditional Payment of Fee
CO	Contracting Officer
COMSEC	Communications Security
COR	Contracting Officer's Representative
COTS	Commercial-Off-The-Shelf
CPIC	Capital Planning and Investment Control
CR	Cost Reimbursable
CRAD	Criteria Review Approach Documents
CSA	Community Supported Agriculture
CSO	Cognizant Security Office
CUI	Controlled Unclassified Information
DART	Days Away, Restricted or Transferred
D&D	Decontamination and Decommissioning
D&R	Deactivation and Remediation
DCAA	Defense Contract Audit Agency
DEAR	Department of Energy Acquisition Regulation
DFE&O	Director's Final Findings and Orders
DOE	U.S. Department of Energy
DOL	Department of Labor
DPLH	Direct Productive Labor Hours
DSA	Documented Safety Analysis
DUF6	Depleted Uranium Hexafluoride
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EIS	Electronic Information System
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EMS	Environment Management System
EPA	Environmental Protection Agency
EPAct	Energy Policy Act
ERISA	Employee Retirement Income Security Act of 1974
ERMS	Electronic Records Management System
ERPP	Environmental Radiological Protection Program
ESH&Q	Environment, Safety, Health and Quality
EVMS	Earned Value Management System
FA	Financial Assistance
FERC	Federal Energy Regulatory Commission
FEOSH	Federal Employee Occupational Safety and Health

FGA	FITARA Governance Automation
FITARA	Federal Information Technology Acquisition Reform Act
FPD	Federal Project Director
FRC	Federal Record Center
FFA	Federal Facility Agreement
FOIA	Freedom of Information Act
FONSI	Findings of No Significant Impact
FM	Functional Manager
FPDS-NG	Federal Procurement Data System Next Generation
FSO	Facility Security Officer
GDP	Gaseous Diffusion Plant
GET	General Employee Training
GFS/I	Government Furnished Services and Information
GFY	Government Fiscal Year
GPRA	Government Performance Results Act
GSA	General Services Administration
He3	Helium-3
HF	Hydrofluoric Acid
HQ	Headquarters
HR	Human Resource
HSPD-12	Homeland Security Presidential Directive 12
HSS	Health, Safety and Security
IAEA	International Atomic Energy Agency
ICE	Independent Cost Estimate
IDIQ	Indefinite Delivery/Indefinite Quantity
IDW	I-managed Data Warehouse
IEWO	Inter-Entity Work Orders
IGCE	Independent Government Cost Estimate
IOSC	Incident of Security Concern
IPL	Integrated Priority Listing
IPT	Integrated Project Team
IPABS	Integrated Planning, Accounting, and Budget System
IR	Investment Recovery
ISACA	Information Systems Audit and Controls Association
ISM	Integrated Safety Management
ISS-PAD	Infrastructure Support Services Contractor at Paducah
ISS-PORTS	Infrastructure Support Services Contractor at Portsmouth
ISWLCB	Integrated Site-Wide Life Cycle Baseline
IT	Information Technology

ITPfm	IT Portfolio Management
ITIL	Information Technology Infrastructure Library
KPDES	Kentucky Pollutant Discharge Elimination System
KOH	Potassium Hydroxide
KPDES	Kentucky Pollutant Discharge Elimination System
KRCEE	Kentucky Research Consortium for Energy and the Environment
LCA	Life Cycle Analysis
LLE	Local Law Enforcement
LLW	Low Level Waste
LOI	Lines of Inquiry
LOTO	Lock Out Tag Out
LSSO	Local Site Specific Only
MARSAME	Multi-Agency Radiation Survey and Assessment of Materials and Equipment
MC&A	Nuclear Material Control and Accountability
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MFCS	Monthly Funds Control Sheets
MOU	Memorandum of Understanding
NDA	Nuclear Decommissioning Authority
NCS	Nuclear Criticality Safety
NCSE	Nuclear Criticality Safety Evaluation
NIST	National Institute of Standards and Technology
NEPA	National Environmental Policy Act
NESHAP	National Emission Standards for Hazardous Air Pollutants
NERC	North American Electricity Reliability Council
NFPA	National Fire Protection Association
NHPA	National Historic Preservation Act
NLRA	National Labor Relations Act
NMC&A	Nuclear Material Control and Accountability
NMIA	Nuclear Material Inventory Assessment
NQA	Nuclear Quality Assurance
NS	Nuclear Safety
NCSR	Nuclear Criticality Safety Reports
NTP	Notice to Proceed
OCIO	Office of the Chief Information Officer
ODFSA	Officially Designated Federal Security Authority
ODSA	Officially Designated Security Authorities
OIG	Office of Inspector General
OMB	Office of Management and Budget

ONMI	Office of Nuclear Material Integration
OPSEC	Operations Security
ORFO	Oak Ridge Field Office
OSDC	On-Site Disposal Cell
OSHA	Occupational Safety and Health Administration
OSMS	Operations and Site Mission Support Contract
OSWDF	On-Site Waste Disposal Facility
PA	Privacy Act
PACRO	Paducah Area Community Reuse Organization
PAD	Paducah Gaseous Diffusion Plant or Paducah site
PADS	Procurement Assistance Data System
PAP	Performance Assurance Program
PARS II	Project Assessment and Reporting System
PBI	Performance Based Incentive
PCO	Procuring Contracting Officer
PD	Program Director
PEMP	Performance Evaluation and Management Plan
PEP	Performance Evaluation Plan
PGDP	Paducah Gaseous Diffusion Plant
PKI	Public Key Infrastructure
PMB	Performance Measurement Baseline
PMs	Project Managers
PMA	President's Management Agenda
PMI	Performance Management Incentive
POC	Point of Contact
PORTS	Portsmouth Gaseous Diffusion Plant or Portsmouth site
PPM	Program Performance and Management
PPQ	Past Performance Questionnaire
PPPO	Portsmouth/Paducah Project Office
PRB	Post-Retirement Benefits
PTP	Point to Point
PWS	Performance Work Statement
QA/QC	Quality Assurance/Quality Control
QAP	Quality Assurance Plan
RADCON	Radiological Control
RCRA	Resource Conservation and Recovery Act
RDP	Records Disposition Plan
REA	Request for Equitable Adjustment
RESRAD	Residual Radiation

RFP	Request for Proposal
RMO	Records Management Officer
RPP	Radiation Protection Program
SAM	System for Award Management
S&M	Surveillance and Maintenance
S&S	Safeguards & Security
SAP	Site-wide Assessment Pool
S/CIs	Suspect/Counterfeit Items
SDVO SB	Service-Disabled Veteran-Owned Small Business
SECON	Security Conditions
SER	Safety Evaluation Report
SLA	Service Level Agreement
SME	Subject Matter Expert
SNM	Special Nuclear Material
SNR	Start-up Notification Reports
SOPP	Standing Operating Policies and Procedures
SPO	Security Police Officer
SSAB	Site Specific Advisory Board
SSP	Site Security Plan
SSIMS	Safeguards and Security Information Management System
STRIPES	Strategic Integrated Procurement Enterprise System
TBM	Technology Business Management
TER	Technical Evaluation Review
TRC	Total Recordable Cases
TSCM	Technical Surveillance Countermeasures
TSR	Technical Safety Requirements
TSS	Technical Support Services
USC	United States Code
USEC	United States Enrichment Corporation
USEPA	United States Environmental Protection Agency
USQ	Un-reviewed Safety Questions
VTC	Video Teleconference
WA	Work Authorization
WAC	Weapons Arming Credential
WBS	Work Breakdown Structure
WMC	Waste Management Criteria
WSHP	Worker Safety and Health Program

ATTACHMENT J-2 – REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

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 or regulation from the contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this contract.

List B. Applicable DOE Directives

(Revision 1)

The DOE directives listed in the table below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

Table J-2.1 Directives, Regulations, Policies, and Standards

Directive/Requirement No.	Directive Title
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 142.3B Chg 1 (LtdChg)	Unclassified Foreign National Access Program
DOE O 150.1B	Continuity Programs
DOE O 151.1E Chg 1 (MinChg)	Comprehensive Emergency Management System
DOE O 200.1A Chg 2 (LtdChg)	Information Technology Management
DOE O 203.1A Chg 1 (Admin Chg)	Limited Personal Use of Government Office Equipment including Information Technology
DOE O 205.1D Chg 1 (LtdChg)	Department of Energy Cybersecurity Program
DOE O 206.1A Chg 1 (MinChg)	Department of Energy Privacy Program
EM Cyber Security Program Plan	EM Cyber Security Program Plan
DOE O 206.2 Chg 2 (LtdChg)	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

Directive/Requirement No.	Directive Title
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B Chg 1 (Admin Chg)	Implementation of Department of Energy Oversight Policy
DOE O 227.1A Chg 1 (AdminChg)	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting
DOE O 232.2A Chg 1 (MinChg)	Occurrence Reporting and Processing of Operations Information
DOE O 241.1C Chg 1 (AdminChg)	Scientific and Technical Information Management
DOE O 243.1C	Records Management Program
DOE O 252.1A Admin Chg 2	Technical Standards Program
DOE O 350.1 Chg 7 (LtdChg)	Contractor Human Resource Management Programs
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials
DOE P 410.3 Chg 1 (Admin Chg)*	Program Management
DOE O 413.3B Chg 7 (LtdChg)	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1E Chg 2 (LtdChg)	Quality Assurance
DOE O 415.1 Chg 2 (MinChg)	Information Technology Project Management
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 420.1C Chg 3 (LtdChg)	Facility Safety
DOE O 422.1 Chg 4 (LtdChg)	Conduct of Operations
DOE O 425.1E Chg 2 (MinChg)	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Chg 1 (AdminChg)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 433.1C Chg 1 (Ltd Chg)	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 2 (AdminChg)	Radioactive Waste Management
DOE M 435.1-1 Chg 3 (LtdChg)	Radioactive Waste Management Manual
DOE O 436.1A	Departmental Sustainability
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns

Directive/Requirement No.	Directive Title
DOE O 443.1C Chg 1 (LtdChg)	Protection of Human Research Subjects
DOE P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
DOE P 450.4A* Chg 1 (MinChg)	Integrated Safety Management Policy
DOE P 451.1*	National Environmental Policy Act Compliance Program
DOE P 454.1* Chg 1 (AdminChg)	Use of Institutional Controls
DOE O 458.1 Chg 5 (LtdChg)	Radiation Protection of the Public and the Environment
DOE O 460.1D Chg 1 (LtdChg)	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2B	Departmental Materials Transportation and Packaging Management
DOE O 461.1C Chg 1 (MinChg)	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	On-site Packaging and Transfer of Materials of National Security Interest
DOE P 470.1B	Safeguards and Security Program
DOE O 470.1A	Safeguards and Security Program Operations Management
DOE O 470.3C Chg 2 (LtdChg)	Design Basis Threat (DBT) Order
DOE O 470.4C Chg 3 (LtdChg)	Safeguards and Security Program
DOE O 470.5A	Insider Threat Program
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.6 Chg 4 (LtdChg)	Information Security
DOE O 471.7	Controlled Unclassified Information
DOE O 472.2A Chg.1 (LtdChg)	Personnel Security
DOE O 473.1A	Physical Protection Program
DOE O 474.2A Chg 1	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 484.1 Chg 4 (LtdChg)	Reimbursable Work for the Department of Homeland Security
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
DOE O 522.1A Chg 1 (Ltd Chg)	Pricing of Departmental Materials and Services

Directive/Requirement No.	Directive Title
DOE P 547.1A*	Small Business First Policy
DOE STD-1027-2018, Change Notice No. 1	Hazard Categorization of DOE Nuclear Facilities
DOE-STD-1104-2016	Review and Approval of Nuclear Facility Safety Basis and Safety Design Basis Documents
DOE-STD-1063-2021	Facility Representatives
DOE-STD-1196-2022	Derived Concentration Technical Standard
DOE-STD-3007-2017	Preparing Criticality Safety Evaluations at Department of Energy Nonreactor Nuclear Facilities
DOE-STD-3009-2014	Preparation of Nonreactor Nuclear Facility Documented Safety Analysis
DOE G 226.1-2A*	Federal Line Management Oversight of Department of Energy Nuclear Facilities
DOE G 430.1-2*	Implementation Guide for Surveillance and Maintenance during Facility Transition and Disposition
DOE G 430.1-3*	Deactivation Implementation Guide
DOE G 430.1-4*	Decommissioning Implementation Guide
DOE G 430.1-5*	Transition Implementation Guide
<p>*DOE Policies and DOE Guides provide guidance for contractor programs and do not contain contractual requirements.</p> <p>Acronyms: DOE U.S. Department of Energy DOE G DOE Guide DOE M DOE Manual DOE O DOE Order DOE P DOE Policy DOE STD DOE Standard</p>	

Table J-2.2. Implementing Documents

Document Number	Title
REGULATORY	
C2-89-732	Ohio EPA Consent Decree, August 29, 1989
DOE/OR/07-1707	Federal Facility Agreement, September 2019
N/A	The April 13, 2010 Director's Final Findings and Orders for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action, including the July 16, 2012 Modification thereto (DFF&O)
OH7890008983	RCRA Part B Permit Modification at the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio, January 15, 2016
N/A	Modification to the February 20, 1992 Compliance Agreement between the United States Department of Energy and the United States Environmental Protection Agency Washington, D.C., Toxic Substances Control Act, May 30, 2017
N/A	Director's Final Findings and Orders for CERCLA Actions to Restore Natural Resources, July 30, 2018
https://www.energy.gov/nepa/nepa-documents	NEPA Documents
PPPO-03-3236563-16	Guide to the Management of Cultural Resources and Protection of Historic Properties Located at PORTS, February 3, 2016
PPPO-3463195	USDOE PPPO Planning and Due Diligence for Real Property Transfer
PPPO-3093368	USDOE PPPO Federal Employees Occupational Safety and Health Program
PPPO-M-440.1-2	USDOE PPPO Incident Reporting
PPPO-5105984	USDOE PPPO Quality Assurance Records Procedure
PPPO-M-414.1-2	USDOE PPPO Assessment and Surveillance Process Procedure
PPPO-M-414.1-1	USDOE PPPO Corrective Action Program
PPPO-3329827	USDOE PPPO Protocol for the Environmental Regulatory Processes for the Transfer of Real Property at the U.S. Department of Energy Portsmouth and Paducah Sites Volume 1: CERCLA 120(h)(4) – Uncontaminated Property
PPPO-4609975	USDOE PPPO Protocol for the Environmental Regulatory Processes for the Transfer of Real Property at the U.S. Department of Energy Portsmouth and Paducah Sites Volume 2: CERCLA 120(h)(3) – Remediated Property
PPPO-M-226.1-2	USDOE PPPO Oversight Program Plan
PPPO-4679178	USDOE PPPO Downgrading a Facility from Hazard Category 2 or Hazard Category 3 to Less than Hazard Category 3
PPPO-10016819	USDOE PPPO Waste Management Oversight Plan
PPPO-10006181	USDOE PPPO Personnel Security Plan
PPPO Cyber Security Program Plan	PPPO Cyber Security Program Plan

ATTACHMENT 3

Contract Section J-3

Contract Deliverables

ATTACHMENT J-3 - CONTRACT DELIVERABLES – Revision 4

The table below summarizes the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted.

Deliverables are considered contract endpoints, work scope completions, products, reports or commitments that shall be delivered to DOE. The DOE review period for Contract Deliverables shall be 30 days, unless otherwise specified in the Deliverables. Omission of applicable deliverables from the Section J-3 Attachment, *Contract Deliverables*, does not affect the obligation of the Contractor to submit required deliverables pursuant to this section or other sections of this contract. The types of DOE action are defined as:

- **Approval** – The Contractor shall provide the deliverable to DOE for review and approval. The Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- **Information** – The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. The Contractor shall respond to all written comments.
- **Concurrence** – The Contractor shall provide the deliverable to DOE for concurrence. DOE will have the option of reviewing the information and providing comments. The Contractor shall respond to all written comments.

The list of Deliverables does not include all required deliverables identified in other applicable sections of the Contract, DOE directives, federal regulations, or regulatory documents. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
1.	Transition Plan	C.1.1	Within 10 days after Notice to Proceed (NTP)	CO	Approval
2.	Transition Status Reports	C.1.1	Weekly during Contract Transition	CO	Information
3.	Declaration of Readiness	C.1.1	Prior to the end of Contract Transition	CO	Approval
4.	Recommendations/Lessons learned	C.1.1	Quarterly	COR	Information
5.	Annual Work Plan	C.1.2	Initially within 60 days after NTP and annually thereafter	CO, COR, ACOR	Approval
6.	PPPO Federal Employee Occupation Safety and Health Program (FEOSH) Review	C.2	Annually	TM	Approval
7.	Reserved				
8.	PPPO Sustainability Plan	C.2 EISA 2007 § 527; 42 U.S.C. § 17143	Initially within 90 days from NTP and annually thereafter	CO	Approval
9.	PPPO Quality Assurance Program Plan (QAPP) Review	C.2	Annually	TM	Information
10.	Final Audit and Surveillance Reports	C.2	Within 30 days after Audit	TM	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
11.	Recurring Events Analysis	C.2	As required by DOE O 232.2	CO	Information
12.	Quality Assurance Surveillance Plan (QASP) Reports	C.3.1	Monthly, by the 10 th of each month	TM	Information
13.	Reserved				
14.	Agreements milestones and decision document report	C.3.2	Annually and as required	TM	Information
15.	Reserved				
16.	DOE Summary Status Report	C.2	As required via email	TM	Information
17.	DOE Facility Representatives Oversight Report	C.2	Weekly	TM	Information
18.	Accident/Incident Investigation Report	C.2	As required	TM	Information
19.	Contractor Monthly Safety Statistics Report for CAIRS	C.2	Monthly, by the 10 th of each month	TM	Information
20.	DOE Quarterly Negative Trend Analysis Report	C.2	Quarterly and as required via email	TM	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
21.	Nuclear Material Management/Disposition Activity Oversight, Assessment and Tracking Report	C.4	As required	TM	Information
22.	RESERVED				
23.	RESERVED				
24.	IT Strategic Plan	C.7.1.1	Annual	CIO	Approval
25.	IT Project Status Reports	C.7.1.1	Monthly	CIO	Information
26.	Helpdesk Service Level Agreement	C.7.1.4	Annual	CIO	Approval
27.	Annual Inventory Report	C.7.1.10	Annual	CO	Approval
28.	RESERVED				
29.	Cyber Security Policies, Plans, Procedures and Work Instructions	C.7.2.1	Within 60 days after NTP and annually thereafter	AODR	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
30.	Reserved				
31.	Personnel Role Designations	C.7.2.2	At contract effective date and within 10 days of a change	AO & AODR	Approval
32.	RESERVED				
33.	IT & Cyber Security Roll-Up Recommendations Report	C.8	Annual	AODR	Information
34.	IT & Cyber Security Oversight Monthly Report	C.8	Monthly	AODR	Information
35.	Annual IT Spend Plan	C.7.3	Within 60 days after NTP and annually thereafter	CO & COR	Approval
36.	Annual Cyber Security Spend Plan	C.7.3	Within 60 days after NTP and annually thereafter	CO & COR	Approval
37.	RESERVED				
38.	RESERVED				

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
39.	RESERVED				
40.	Security Activity Close-Out Certification	C.9.4.1	Upon termination of classified contracts for PPPO prime contractors	FSO/CO	Approve
41.	RESERVED				
42.	Site Security Plan	C.9.4.3	Annual review and update as needed	FSO	ODFSA Approval
43.	Security Risk Assessment (SRA) for the Lexington Facilities	C.9.4.3	Maintain the document with an annual review and update as necessary to ensure compliance	FSO	ODFSA Approval
44.	Performance Assurance Program (PAP)	C.9.4.4	Within 60 days of NTP and annually thereafter	ODFSA and CO	Approval
45.	Federal PPPO Safeguards and Security Training Plan	C.9.4.5	Within 60 days of NTP and annually thereafter	ODFSA and CO	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
46.	Survey Program Plan	C.9.4.6	Withing 60 days of NTP and annually thereafter as needed	Security Team Lead	ODFSA Approval
47.	RESERVED				
48.	RESERVED				
49.	RESERVED				
50.	Final Survey Reports and quarterly status reports	C.9.4.6	Within 90 days upon completion of facility survey out-brief	ODFSA	Approval
51.	Corrective Action Plan	C.10.4.6	Due 30 days after survey report completion	FSO	ODFSA Approval
52.	Tracking & Trending of Findings for PPPO (LEX, PORTS & PAD)	C.9.4.6	Annually following Survey Period	Security Team Lead	Information
53.	PPPO Incidents of Security Concern (IOSC) Program Plan	C.9.4.8	Within 60 days after NTP and annually thereafter as needed to ensure compliance	Security Team Lead	ODFSA Approval
54.	Tracking & Trending of IOSCs for PPPO (LEX, PORTS & PAD)	C.9.4.8	Quarterly	Security Team Lead	Information
55.	Physical Security Plan	C.9.4.9.1	Within 60 days after NTP and annually thereafter	ODFSA	ODFSA Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
56.	Security Police Officer (SPO) Weapon Arming Cards (WAC) Credentials Plan	C.9.4.9.2	Within 60 days after NTP and annually thereafter as needed to ensure compliance	Site Federal Security Personnel	ODFSA Approval
57.	Active Assailant Plan	C.9.4.9.3	Within 60 days after NTP and annually thereafter as needed to ensure compliance	FSO	ODFSA Approval
58.	Information Security (INFOSEC) Plan	C.9.4.10.1	Maintain the document with an annually thereafter as needed to ensure compliance	FSO	ODFSA Approval
59.	Annual Security Refresher Briefing (ASRB) for all PPPO Sites	C.9.4.10.1	Annually by August 30 th	Security Team Lead	ODFSA Approval
60.	Personnel Security (PERSEC) Plan	C.9.4.12	Maintain the document with an annual review by September 30 th and update as needed	FSO	Information
61.	RESERVED				
62.	PPPO Classification Program Management Plan	C.9.4.10.2	Annually	FSO	Approval
63.	Operations Security (OPSEC) Program Plan	C.9.4.12	Within 60 days after NTP and annually thereafter as needed to ensure compliance	FSO	ODFSA Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
64.	RESERVED				
65.	Security Awareness Bulletins	C.9.4.12.1	Monthly	Security Team Lead	Information
66.	Assessment of the contractor response to the annual NMIA in preparation for PPPO	C.9.5.1	Annually	Security Team Lead	ODFSA Approval
67.	Prepare response to the annual data calls from ONMI for the Nuclear Material Forecast and Allotment Request and the annual Nuclear Material Management	C.9.5.1	Annually	Security Team Lead	ODFSA Approval
68.	Records Management Plan	C.10.4	Draft within 60 days from NTP. Final within 90 days after NTP and annual review to determine if updates are needed. Only submit updates in track changes	Records Management Field Officer (RMFO)	Approval
69.	Records Disposition Plan	C.10.4	Draft within 60 days from NTP. Final within 90 days after NTP and review annually to determine if updates are	RMFO	Approval
70.	Essential Records Plan, including a vital records inventory	C.10.4	Within 90 days after NTP and update Annually by June 30 th . Submit annual update in track changes	TM	Concurrence

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
71.	Electronic Information System (EIS) Inventory and records status	C.10.4	Annually	RMFO/TM	Information
72.	Records Inventory and File Plan	C.10.4	Within 120 days after NTP and annually thereafter in track changes	RMFO	Approval
73.	Project Controls System User's Manual and Procedures	C.11	Update as required	TM	Concurrence
74.	Monthly Invoice Audit Results	C.11	Monthly	CO, COR, ACOR	Concurrence
75.	Integrated Federal Project Performance Management Baseline and Updates	C.11	Initially and update as required	COR, ACOR, TM	Concurrence
76.	Monthly IPABS updates (EVMS, Performance Measures, Milestones)	C.11	Monthly	COR	Approval
77.	Baseline Management documents (DOE BCPs, cost Change Requests)	C.11	As required	CO	Approval
78.	Performance Measures Change Requests	C.11	Annually and as required	COR	Approval
79.	Risk Management Plan, Risk Register and Contingency Analysis (include risk mitigation activities in the performance baseline)	C.11	Initially and as required	ACOR	Concurrence

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
80.	Monthly Fiscal Reports (i.e., funding requirements spreadsheet, ETCs, EACs, Cost Management Report)	C.11	Monthly, Annually and as required	TM	Information
81.	Reserved				
82.	Project Controls Systems Continuous Monitoring Report	C.11	Annual and as required	TM	Information
83.	Reserved				
84.	Environmental Liability/Financial Reporting	C.11	Annually and as required	TM	Information
85.	Monthly Funds Control Reporting	C.11	Monthly and as required	TM	Information
86.	Budget Formulation and Execution Requests	C.11	Random as requested	TM	Information
87.	Departmental Audit Resolution Tracking System (DARTS) Reporting	C.11	Quarterly and as required	TM	Information
88.	Accrual Information	C.11	Monthly (by the first business day)	TM	Information
89.	Training Program Plan	C.14.1	Within 90 days after NTP and updated annually thereafter	CO	Approval
90.	Annual Training Plan	C.14.1	Within 90 days after NTP and updated annually thereafter	CO	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
91.	Contract Closeout Plan	C.14.2	60 days before contract end date	CO	Approval
92.	Reserved				
93.	Summary Overtime Justification Reports	H.10	6 months after the NTP and annually thereafter, no later than November 30 of each year	CO	Information
94.	Overtime Justification Report	H.10	As applicable	CO	Information
95.	Accounting System documentation per DOE-H-2025	H.12	Within 60 days after the NTP	CO	Approval
96.	Property Management System documentation per DOE-H-2027	Section C.7.1.10; H.13; FAR 52.245-1 Government Property	Within 60 days after NTP; updates and reports as required thereafter	CO	Approval
97.	Purchasing System documentation per DOE-H-2026	H.14	Within 60 days after NTP; updates and notifications as required thereafter	CO	Approval
98.	Organizational Conflict of Interest Management Plan per DOE-H-2035	H.23	Within 15 days of NTP and updated periodically as appropriate	CO	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
99.	Diversity Plan per DOE-H-2046	H.25	Within 60 days of NTP.	CO	Approval
100.	Contractor Releases of Information per DOE-H-2048	H.26	At least 14 days prior to the planned issue date	CO	Approval
101.	Request for Approval of Conference Related Activities per DOE-H-2068	H.34	As applicable	CO	Approval
102.	Parent Organization Support Plan (POSP)	H.44	Initial POSP at least 30 days prior to (1) the end of the Contract Transition Period; or (2) the commencement date of parent organization support; and annually thereafter, 60 days prior to the start of each fiscal year of contract performance	CO	Approval
103.	Legal Management Plan	H.48	Within 60 days of NTP	CO	Approval
104.	Affirmative Action Plan for Females and Minorities	Section I FAR 52.222-26, Equal Opportunity	Within 30 days after contract award; annually thereafter as required	CO	Information
105.	Employer Information Report (Standard Form 100, EEO-1)	Section I, FAR 52.222-26, Equal Opportunity	Annually as required	CO	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
106.	Affirmative Action Plan for Veterans & Individuals with Disabilities	Section I, FAR 52.222-35 Equal Opportunity for Veterans, Section I, FAR 52.222-36 Equal Opportunity for Workers with Disabilities	Within 30 days after contract award; annually thereafter as required	CO	Information
107.	Copy of VETS-4212 Report Federal Contractor Veterans' Employment Report	Section I, FAR 52.222-37, Employment Reports on Veterans	Annually by September 30, or as required	CO	Information
108.	Employee Headcount and Attrition Report; Actual total on-site contract count with detail as requested	C.11; HQ Data Call	Monthly by 5th day after end of month	CO	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
109.	Workplace Substance Abuse Program and Employee Assistance Program	DOE O 350.1, Contractor Human Resource Management Programs; Section I, FAR 52.223-6, Drug-Free Workplace; Section H.40, 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites	Due NLT end of Transition Period; then upon revisions	CO	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
110.	Employee Assistance Program Plan	DOE O 350.1, Contractor Human Resource Management Programs; 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites	Due NLT end of Transition Period; then upon revisions	CO	Approval
111.	Results of Workplace Substance Abuse Program Testing	DOE O 350.1, Contractor Human Resource Management Programs; Section I, FAR 52.223-6, Drug- Free Workplace; 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites	Semi-Annual: Jan-June, July-Dec, no later than January 30 and July 30	CO	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
112.	Workforce Restructuring Plan and/or Communications Plan	H.7, DOE O 350.3, Chapter III	At least 30 business days in advance of the first communication planned for employees and the public	CO	Approval
113.	Advance Notification of Involuntary Separation (that doesn't require Workforce Restructuring Plan)	H.7	Notification 30 days prior to planned separation of employees	CO	Information
114.	Diversity Impact Analysis of Involuntary Separation (WFR)	H.7	As required	CO	Approval
115.	List of contractor personnel responsible for transitioning employees, development of Transition agreements	H.5	Within 5 days NTP	CO	Information
116.	Description of transition agreements intend to enter with Incumbent contractor	H.5	Within 5 days NTP	CO	Information
117.	Obtain from Incumbent Contractor list of incumbent employees with pertinent data. Description of process to obtain updated employee information.	H.5	Within 5 days NTP	CO	Information
118.	Draft Workforce Transition Plan	H.5	Within 10 days NTP	CO	Information
119.	Final Workforce Transition Plan	H.5	Within 15 days NTP	CO	Information
120.	Draft Communication Plan for Workforce Transition	H.5	Within 5 days NTP	CO	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
121.	Final Communication Plan for Workforce Transition	H.5	Within 10 days NTP	CO	Approval
122.	Final Transition Agreements for information needed to be in compliance with H.4	H.5	Within 15 days NTP	CO	Approval
123.	List of contact information of contractor personnel responsible for transition and development of benefit plans	H.5	Within 15 days NTP	CO	Information
124.	Provide estimated costs and detailed breakout of costs to transfer and establish benefit plans	H.5	Within 15 days NTP	CO	Information
125.	Provide list of information and documents requested from Incumbent contractor regarding benefit plans. Notify CO of any issues or problems	H.5	Within 15 days NTP	CO	Information
126.	Final Benefits Transition Plan	H.5	Within 15 days NTP	CO	Information
127.	Detailed description of plans and processes for each activity necessary to ensure compliance with the requirements	H.5	Within 15 days NTP	CO	Information
128.	Identify relevant Contractor personnel who will administer or assist in administering benefit plans to include	H.5	Within 15 days NTP	CO	Information

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
	benefit plan administrators, head of HR, ERISA counsel, actuaries, etc.				
129.	Prior to adoption, drafts of all amendments for pension and other benefit plans. Draft final documents and SPDs of new defined benefit contribution plans and benefit plans	H.5	Prior to adoption/implementation	CO	Approval
130.	Provide copies of final plan documents, summary descriptions, certificates, handbooks and related documents of compensation and benefit programs.	H.5	Initial plan documents and when revised	CO	Information
131.	Preference in Hiring Reports	H.4	Upon issuing first job offer, weekly during transition period	CO	Information
132.	Compensation CAP Report (Top 5 Highly Compensated)	Acquisition Letter 2014-07	Annually by March 1	CO	Information
133.	Contractor Employee Compensation Plan	H.4	Prior to end of transition period. Thereafter, upon revision of any provision or new plan	CO	Approval
134.	Variable Pay (Incentives/Bonuses) Program	H.4	Prior to implementation and upon revision	CO	Approval
135.	Compensation Increase Plan	H.4	Annually, 30 days prior to start of salary plan year	CO	Approval
136.	Annual Contractor Salary-Wage Increase Expenditure Report	H.4	Annually, 30 days after the end of the	CO	Approval

No.	Description	Reference/ Driver	Frequency	Submit to	Approval/Information/Concurrence
			Compensation Increase Plan Year		
137.	Top Contractor Official and Key Personnel Salary	H.4	Within 20 days after Notice to Proceed. Then as required 30 days prior to effective date of salary action	CO	Approval
138.	Changes to Benefit Plans	H.4	At least 60 days prior to proposed revisions	CO	Approval
139.	Worker's Compensation Insurance	H.8	Prior to initial implementation and upon any changes thereto	CO	Approval
140.	Copy of Insurance Policies or Insurance Arrangements	H.8	Within 30 days of purchase and upon renewal	CO	Information
141.	Insurance Cost, Self-Insurance Charges, and Experience Report	H.8	Annually, end of policy year	CO	Information
142.	Overtime Control Plan	H.10	As required	CO	Approval
143.	RESERVED				
144.	30/60/90 Day Look ahead for IT- Related Procurements	C.7	Quarterly	CO/OCIO	Information
145.	Facility Representative (FR)/Technical Qualification Program (TQP) Performance Indicators report	C.5	Quarterly	CO/COR	Approval

**Unless specified or required elsewhere, annual updates are due by September 30th of each year.

**ATTACHMENT J-4 –
 Information Technology (IT) License Renewals and Services Agreements**

Table 1: Contractor Managed Software Licenses and Hardware Maintenance Agreement Renewals (no cost)		
Software License	Term of License	Expiration
Adobe Acrobat Pro DC for Enterprise and Adobe Creative Loud Subscription Renewals	Annual	08/23/25
Adobe Acrobat Sign FedRamp Moderate Subscription	Annual	10/22/25
AlgoSec Firewall Analyzer	Annual	03/11/25
AppSpider Pro Maintenance/Support	Annual	06/29/25
Articulate Storyline 360 SCORM Tool	Annual	08/29/25
AttackIQ	Annual	09/16/25
AutoCAD LT	Annual	08/29/25
BlackBerry Spark UEM Advanced Support	Annual	04/03/25
Cisco SmartNet	Annual	12/31/24
Cisco SmartNet UCS	Annual	12/31/24
Cobalt Strike	Annual	09/30/25
ConnectWise	Annual	08/31/25
CrowdStrike	Annual	01/27/25
Delinea (Thycotic) Secret Server	Annual	08/03/25
Delinea Secret Server Support Renewal	Annual	08/02/25
Dell Cyber Splunk Indexer Server	Annual	09/29/25
Dell EMC ML3 Tape Library Extended Service Warranty	Annual	08/02/25
Dell NSS Server Warranties/Renewals	Annual	09/22/25
Dell Server Warranty Renewals #1	Annual	06/19/25
Dell Server Warranty Renewals #2	Annual	07/20/25
Dell Server Warranty Renewals #3	Annual	09/10/25
Dell Tape Library	3 Year	08/08/24
Deltek Cobra Software	Annual	09/28/25
Discovery Attender Renewal	Annual	01/31/25
Entrust	5 Year	08/08/24
F5 Load Balancers Renewal	Annual	04/02/25
ForcePoint Subscription Renewal	Annual	07/27/25
Gimmal Support Subscription Renewal	Annual	12/31/24
HPE Alletra Software Renewal	5 year w/purchase	10/05/28
JustinMind Renewal	Annual	09/27/25
Liebert PDX HVAC Annual Maintenance	Annual	06/30/25
LTO7 Backup Tapes	Annual	07/26/25
Maltego	Annual	04/21/25
Microsoft	Annual	04/30/25
Mitel Server Software Upgrade	Annual	05/12/25
Mitel Support Renewal	Annual	03/29/25
Nexpose Renewal for NSS	Annual	01/18/25
Nighthawk	Annual	09/30/25
Nintex Workflow Renewal	Annual	01/18/25
Oracle Java SE Universal On-Premise Subscription	Annual	10/15/25
PluralSight License Renewal	Annual	03/31/25
PowerMapper Desktop Suite Maintenance Support	Annual	03/26/25
PRTG Network Monitor	Annual	09/02/25
Rapid 7 AppSpider	Annual	06/25/25
Rapid 7 Metasploit	Annual	06/25/25
RedGate SQL Toolbelt Essentials	Annual	05/14/25
RedHat Ansible Renewal	Annual	10/16/25
RedHat Linux Renewal	Annual	09/30/25

Regscale GRC	Annual	03/28/25
Room Alert Professional Renewal	Annual	02/28/25
RoomAlert Software Renewal	Annual	04/10/25
Rumble/Run Zero Network Discovery	Annual	01/13/25
Samsung Advanced Support ProCare	Annual	08/23/25
Samsung Knox Configuration Dynamic	Annual	09/29/25
Samsung Knox E-FOTA for Mobile Phones	Annual	05/22/25
SANS Training Renewal	Annual	09/21/25
ShareGate with Nintex Support Renewal	Annual	09/20/25
Shodan	Annual	08/05/25
Signal Sciences Web Application Firewall	Annual	06/01/25
SketchUp Renewal	Annual	12/06/24
Snagit Upgrade License Renewal	Annual	05/16/25
Synopsys Black Duck + Coverity	Annual	07/28/25
Tenable Nessus Pro	Annual	09/09/25
Teradici Renewal	Annual	03/20/25
Tripwire Renewal	Annual	04/08/25
VEEAM Renewal	Annual	06/30/25
Veriato Renewal	Annual	11/21/24
VMware for CSOS – ESXi, vSphere, vCenter	Annual	09/17/25
VMware NSX Enterprise Plus Renewal	Annual	08/07/25
VMWare Workstation Pro	Annual	07/28/25
VPN – Express VPN	Annual	02/12/25

Table 2: Contractor Procured / Current Service Agreements			
Vendor	Service	Estimated Term Cost	Term
Bluegrass Office Systems	Copier Service and Maintenance	\$21,000.00	Annual
Spectrum Enterprise*	Internet services (IG, fiber, coax), TV1017, TV1010, phones, SIP lines	\$57,000.00	Annual
Windstream	Phone Services (PRI)	\$35,000.00	Annual
Fayette Electrical	Velocity System Services	\$10,000.00	Annual
MetroNet**	36-month fiber Internet Access Service Level Agreement	\$70,000.00	Tri-Annual
Amazon Web Services	Cloud services and maintenance	\$5,000.00	Annual
Climate Support Group	Liebert PDX HVAC Annual Maintenance for LA	\$3,214.00	Annual
TBD	Offsite Underground Tape Storage	\$8,000.00	Annual

* Spectrum includes Internet, IG internet, Cyber Pentesting internet, SIP phone lines, TV 1017, TV 1010

** MetroNet is a rounded estimate and includes: redundant line 2gb x2gb; CS Oversight Team 1gb x 1gb; and Pad/Ports DR hosted at PPPO 1gb x 1gb.

**ATTACHMENT J-5 –
Portsmouth/Paducah Project Office (PPPO) Site Services and
Interface Requirements Matrix**

The services listed in this Section J, Attachment J-5, *PPPO Site Services and Interface Requirements Matrix*, (hereinafter the J-5 Matrix) shall be performed in accordance with the Section H Clause entitled, *PPPO Site Services and Interface Requirements Matrix*, and Section C of the provider's contract. The service provider shall provide services to other PPPO contractors as identified in the J-5 Matrix as either a Direct Funded or a Unit-Billed Service (UBS).

The purpose of the Attachment J-5 Matrix is to identify the PPPO services and interface requirements. The J-5 Matrix identifies the service provider and the associated general interface obligations by those receiving the service. The J-5 Matrix is not an all-inclusive listing of services that may be required or provided; however, services provided to another PPPO contractor shall fall within the scope of the provider's Contract.

Use of a service provider's mandated or optional services, shall not negate the receiving contractor's responsibility to comply with applicable laws and regulations. If the receiving contractor believes that the use of any of a service provider's mandated or optional services would potentially result in non-compliance, the receiving contractor is responsible to resolve area(s) of potential non-compliance with the service provider contractor through inter-contractor interface management. Potential non-compliance issues that cannot be resolved through the inter-contractor interface management shall be promptly communicated to the U.S. Department of Energy (DOE). In addition, if a receiving contractor believes they can provide the Government a better value than through a service identified as mandatory in the J-5 Matrix, the contractor shall make a recommendation to their Contracting Officer's Representative and Contracting Officer to evaluate suggested changes.

PPPO contractors retain the responsibility to reach agreement on interfaces and the appropriate delivery of services. The service provider shall provide services to other PPPO contractors as listed below, *Primary list of Users/Providers of the Matrix*, in accordance with the providers Contract and the processes described in Section H clause entitled, *Contractor Interface with Other Contractors/or Government Employees*, H clause entitled, *Site Services and Interface Requirements Matrix* and the Shared Site Process.

PPPO expects all contractors performing work to coordinate activities, services, and interfaces through the Shared Site Process. The Shared Site Committee and meetings provide for centralized coordination and facilitation of interfaces and for seeking mutual understanding to resolve inter-contractor issues in the best interest of the Government.

The service matrix shall be reviewed no less than annually by all site contractors through applicable Integrated Project Team(s) or Shared Site Committee. In addition, at the onset of any new prime contract, all contractors shall coordinate through the Shared Site Committee and address any issues.

Interface Types:

1. Information: Planning, knowledge (data, facts, etc.) gathered or supplied.
2. Physical: Systems in tangible contact (i.e., pipe-to-pipe), or a physical exchange of product or materials.
3. Service: Provision of work for another contractor.

Service Types:

Services in the J-5 Matrix under “Service Type” in the table for each service will be categorized as either “Mandatory” or “Optional”. If the service is “Mandatory” for a contractor receiving the service, the receiving contractor shall use the providing contractor’s service. If the service is “Optional” the receiving contractor may use the providing contractor’s service, self-perform the service, or seek the service through another means.

1. Mandatory – services may only be performed by a specified provider.
2. Optional – services may be performed by another provider with adherence to labor law requirement related to collective bargaining agreements.

Provided below is a definition of Direct-Funded Services and Unit-Billed Services:

Direct Funded Services - Those services provided to the other site contractors that are charged to DOE under the provider’s prime contract. There is no payment between contractors. Funding (e.g., PO-40, PA-40, PO11X) is placed on the provider’s contract to fund the services.

Unit Billed Services (UBS) – Realigns costs with those contractors where services are actually utilized; UBS are designed to distribute the cost of an additional product/service to those customers who use the product or otherwise drive the need for additional services beyond a base case.

Primary list of users/providers of this Matrix:

<i>Contract</i>	<i>Location</i>
Operations and Site Mission Support Contractor (OSMS) separately described for Portsmouth (PORTS) and Paducah (PAD) services	Section J, Attachment J-5
PORTS Decontamination and Decommissioning (D&D) Contractor	Section J, Attachment J-5
PORTS Infrastructure Support Services (ISS) Contractor	Section J, Attachment J-5
PAD Deactivation and Remediation (D&R) Contractor	Section J, Attachment J-12a
PAD Infrastructure Support Services (ISS) ISS Contractor	Section J, Attachment J-5

Other Site Contractors (OSC) - Refers to all contracts other than the one identified as providing service(s) in the templates, including other site tenants, if applicable. The following is a listing of services.

Service Number	Service Title	Contract Service provided by:
0001	Safeguards & Security (S&S) – Program	ISS - PORTS
0002	Safeguards & Security – Awareness	ISS - PORTS
0003	Safeguards & Security – Physical Protection	ISS - PORTS
0004	Safeguards & Security – Information Security (INFOSEC)	ISS - PORTS
0005	Safeguards & Security – Personnel Security (PERSEC)	ISS - PORTS
0006	Safeguards & Security – Foreign Visits and Assignments (FVAs)	ISS - PORTS
0007	Export Control Information (ECI) Program	ISS - PORTS
0008	Telephone Services	ISS - PORTS
0009	Mobile Devices	ISS - PORTS
0010	GDP General Support System Services (Network Communication) and Applications Deployment	ISS - PORTS
0011	GDP GSS Copier Services	ISS - PORTS
0012	Relocation Services (Office Moves)	ISS - PORTS
0013	Real and Personal Property Services	ISS - PORTS
0014	Custodial Services	ISS - PORTS
0015	Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Rail Vegetation Control	ISS - PORTS
0016	Records Management Services	ISS - PORTS
0017	Environmental Information Center Operations	ISS - PORTS
0018	Training Services	ISS - PORTS
0019	Energy Employees Occupational Injury Compensation Program Act (EEOICPA) Services	ISS - PORTS
0020	Mail Services	ISS - PORTS
0021	Environmental Monitoring and Reporting	D&D
0022	Emergency Management – Preparedness	OSMS
0023	Emergency Management – Plans and Reports	OSMS
0024	Emergency Operations – Plant Shift Superintendent (PSS)	OSMS
0025	Fire & Emergency Response Services	OSMS
0026	Utility Services	OSMS

Service Number	Service Title	Contract Service provided by:
0027	Nuclear Materials Control and Accountability (MC&A)	OSMS
0028	Protective Force Services	OSMS
0029	Criticality Accident Alarm System (CAAS) Services	OSMS
0030	Plant Site-wide Radio, Public Address, and Public Warning Systems Services	OSMS
0031	Hazardous Energy (Lockout/tagout) Excavation and Penetration Permits	OSMS
0032	Railroad Services	OSMS
0033	Dosimetry Services	OSMS
0034	Laundry Services	OSMS
0035	Disposition of Waste	OSMS
0036	Safeguards & Security – Program	ISS-PAD
0037	Safeguards & Security – Awareness	ISS-PAD
0038	Safeguards & Security – Physical Protection	ISS-PAD
0039	Safeguards & Security – Information Security (INFOSEC)	ISS-PAD
0040	Safeguards & Security – Personnel Security (PERSEC)	ISS-PAD
0041	Safeguards & Security Program – Foreign Visits and Assignments (FVAs)	ISS-PAD
0042	Export Control Information (ECI) Program	ISS-PAD
0043	Telephone Services	ISS-PAD
0044	Mobile Devices	ISS-PAD
0045	General Support System (Network Communication) and Applications Deployment	ISS-PAD
0046	Cyber Security Program	ISS-PAD
0047	Cyber Security – Supply Chain Services	ISS-PAD
0048	GDP GSS Copier Services	ISS-PAD
0049	Relocation Services (Office Moves)	ISS-PAD
0050	Radiological Instrumentation	ISS-PAD
0051	Dosimetry Services	ISS-PAD
0052	Real and Personal Property Services	ISS-PAD

Service Number	Service Title	Contract Service provided by:
0053	Custodial Services	ISS-PAD
0054	Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Vegetation Control	ISS-PAD
0055	Railroad Services	ISS-PAD
0056	Records Management Services	ISS-PAD
0057	Environmental Information Center Operations	ISS-PAD
0058	Training Services	ISS-PAD
0059	On-Site Fueling Service	ISS-PAD
0060	Energy Employees Occupational Injury Compensation Program Act (EEOICPA) Services	ISS-PAD
0061	Mail Services	ISS-PAD
0062	Offsite Providers for Utilities	ISS-PAD
0063	Environmental Monitoring and Site Permits	D&R
0064	Disposition of Waste	D&R

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0001	Safeguards & Security (S&S) – Program	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: S&S Program Management provides formal organized processes for planning, performing, assessing, and improving the secure conduct of work in accordance with risk-based protection strategies.</p> <p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Maintain the Design Basis Threat (DBT) vulnerability and security risk assessments (SRA) and obtain information from OSC when needed; • Develop, with support and concurrence from the OSC, S&S site policy and implementing plans and procedures governing the S&S program for PORTS facilities [excluding American Centrifuge Plant (ACP)]; and • Develop, integrate, execute, and evaluate the processes and services that comprise the S&S Program Management, such as Program Planning, Oversight, and Administration; Security Conditions (SECON); Project Security Plans, as needed; Site Security Plan (SSP); and safeguards and security training. <p>OSC shall:</p> <ul style="list-style-type: none"> • Provide information for SRA (e.g., Force on Force (FoF), Performance Testing, Programmatic Assessments, etc.) and comply with DBT requirements and SSP; • Support the development of S&S requirements in the project and site plans and procedures; and provide concurrence, and implement applicable requirements; • Provide local FSO to support PORTS ISS integrated security programs; • Support and provide concurrence for SECON plans and activities as identified by the ISS Contractor, and implement and comply with the SECON Plan; and • Implement and manage programs to implement self-assessments, resolution of S&S findings, and security incident reporting and management in accordance with S&S plans and procedures. 							
<p>Funding for Services: S&S Program services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S Program Services			Mandatory		The ISS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0002	Safeguards & Security – Awareness	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide S&S Awareness to site personnel to communicate site security awareness information and promote good security practices. Develop, implement, and maintain the S&S Awareness Program in accordance with the requirements of DOE Order 470.4, <i>Safeguards and Security Program</i>.</p> <p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies and implementing plans, and procedures governing the S&S Awareness program on a common platform available to OSC; • Develop and conduct Security Awareness training, briefings, bulletins, etc. to maintain appropriate levels of security awareness for all site workers. Including the following: <ol style="list-style-type: none"> 1) Initial Security Awareness; 2) Comprehensive Briefing(s); 3) Refresher Briefing(s), to include the PPPO provided or other approved Annual Security Refresher Briefing method for cleared and uncleared personnel; 4) Security Clearance Termination Briefing(s); and 5) Supplemental Security Awareness Information/Material; • Notify OSC of personnel delinquent training requirements; and • Curtail access for non-compliant personnel with notification. <p>OSC shall:</p> <ul style="list-style-type: none"> • Support the development of security awareness policies and procedures, provide concurrence, and implement applicable requirements; • Maintain compliance with all ISS Security Awareness policies, plans, and procedures; • Ensure personnel complete all mandatory training; and • Ensure all personnel receive required information, security awareness bulletins, and articles, as distributed by the ISS Contractor. 							
<p>Funding for Services: S&S Awareness services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S Awareness			Mandatory		The ISS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0003	Safeguards & Security – Physical Protection	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Physical Protection Programs support the protection of government property as well as accountable quantities of nuclear material and Special Nuclear Material (SNM) and classified matter and information. The program is maintained in accordance with the requirements of DOE Order 473.1, <i>Physical Protection Program</i>.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide guidance and requirements for the security design of facilities (such as Category III SNM locations, radiological/chemical/biological sabotage targets, and classified matter and information); • Coordinate to ensure compliant installation and maintenance of security systems for all facilities with significant safeguard and security assets; • Provide performance testing, intrusion detection assessments, entry/access control assessments; and • Provide and administer a program for physical security lock and key program (Level 1, 2, and 3 locks and keys). <p>OSC shall:</p> <ul style="list-style-type: none"> • Work to develop mutually agreed upon schedules and provide information regarding physical and operational changes ahead of configurations for any changes that may affect physical security; • Request security lock and key services; • Allow access to facilities for ISS to provide services; • Responsible for distribution and collection of any security level locks and keys assigned under the ISS program; and • Provide input to programs and policies as required/requested and comply with the Physical Protection Program. 							
<p>Funding for Services: Physical protection services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: Physical Security Services supporting special mission requests are unit billed. OSC shall bear the costs of physical security upgrades.</p>							
Service			Service Type		Clarifications		
S&S Physical Protection Services			Mandatory		The ISS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0004	Safeguards & Security – Information Security (INFOSEC)	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide Information Security Program that includes Operations Security (OPSEC) and Classified Matter Protection and Control (CMPC).</p> <p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Nominate a qualified Contractor Classification Officer for ultimate appointment by DOE Office of Classifications Director to administer the Classification and Declassification Program for PORTS contractors; • Classification Officer appoints Technical Information Officer to perform public release reviews, as appropriate; • Provide training and approval for Derivative Classifiers and Reviewing Officials; • Implement a site-wide program for INFOSEC; • Provide the Annual Site OPSEC Threat Assessment and prepare the annual OPSEC Plan; • Provide trained and authorized personnel to conduct inquiries for incidents of security concern (IOSC), including reporting IOSC into official database; and • Identify site facilities that require Technical Surveillance and Countermeasures (TSCM) Services. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the requirements of the Information Security program; • Nominate a sufficient number of Derivative Classifiers, Reviewing Officials, and Technical Information Officers (who shall be trained and approved by ISS) to accomplish scope; • Implement and support the OPSEC Program (e.g. participate in working/awareness groups, provide support to assessments, support preparation of the annual plan, etc.); • Support the Annual Site OPSEC Threat Assessment; • Maintain an updated list of security containers, locations, and custodians; and • Provide assistance and support to include facility access as needed to implement IOSC Program. 							
<p>Funding for Services: S&S INFOSEC services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S INFOSEC Services			Mandatory		The ISS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0005	Safeguards & Security – Personnel Security (PERSEC)	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide a Personnel Security Program in accordance with DOE O 472.2, <i>Personnel Security</i>.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies, implementing plans and procedures, and execution of the Personnel Security Program; • Process and issue all security badges to include local site specific only (LSSO) badges (i.e., requesting, obtaining, maintaining, downgrading and terminating security badges and clearances); • Ensure annual, comprehensive, and termination briefings are conducted; and • Review of each requested clearance action to ensure adequate information is provided. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the site policies, implementing plans and procedures of the Personnel Security Program (e.g., drug screens, suitability for employment, DOE EQUIP) and other requirements of the Personnel Security Program; • Responsible for requesting clearance and providing necessary paperwork including adequate justification pursuant to ISS procedures; • Ensure annual, comprehensive, and termination briefings are completed; and • Provide proper and timely notification of HR/Legal personnel actions. 							
<p>Funding for Services: S&S PERSEC services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S PERSEC Services			Mandatory		The ISS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0006	Safeguards & Security – Foreign Visits and Assignments (FVAs)	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: The Unclassified Foreign National Access Program in accordance with DOE O 142.3, <i>Unclassified Foreign National Access Program</i>.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies, implementing plans and procedures governing the FVA Program; • Process Security Plans for foreign visitors, coordinate FVA requests, and submit for approval; and • Train foreign nationals and their sponsors on site access and other procedures. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the site policies, implementing plans and procedures of the FVA Program; • Notify ISS of potential foreign visitor or assignment; and • Prepare and submit security plans to ISS for processing of the visit/assignment. 							
<p>Funding for Services: S&S FVA services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S FVA Services			Mandatory		The ISS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0007	Export Control Information (ECI) Program	Service/Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Implement an ECI Program (inclusive of all site contractor and DOE activities) to comply with export control policies to facilitate activities such as procurement, property transfers, and waste disposition.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies and implementing plans, and procedures for the ECI Program; • Provides training for site contractors on applicable implementing plans and procedures, technical assistance and serves as a subject matter expert in this area; • Coordinate to develop mutually agreed upon schedules for ECI reviews; and • Perform assessments of the effectiveness of the site-wide ECI Program. <p>OSC shall:</p> <ul style="list-style-type: none"> • Implement and comply with ECI policies, plans, and procedures, as applicable; • Ensure training is completed for required individuals in accordance with implementing plans and procedures; • Provide information needed for determinations and work to develop mutually agreed upon schedules for ECI reviews; and • Provide access and information as needed to facilitate program assessments. 							
<p>Funding for Services: ECI Program services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
ECI Program			Mandatory		The ISS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0008	Telephone Services	Service	Optional	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Telephone services function consists of the site landline telephone exchange activities that encompass voice, data, special circuits, and 911 support. Does not include Telephone Services for the DUF6 Conversion Facilities footprint.</p> <p>Service also includes provision of satellite phones and service for the Plant Shift Superintendent office and telephone service (not part of the site PBX) and support to the Pike County Emergency Operation Center located at the Pike County Airport and Joint Information Center located at the Miracle City Academy.</p> <p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for telephone services including operating instructions/procedures; • Maintains and operates the PORTS Gaseous Diffusion Plant (GDP) administration/private branch exchange (PBX) telephone system and all associated equipment (including telephones); and • Performs maintenance and repair of all installed communication lines up to and including the end user receptacle for all buildings within the PORTS GDP footprint (existing PBX coverage). <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for telephone services; • Utilize the system in accordance with ISS instructions/procedures; • Request and coordinate with ISS for services, including installation of additional service lines if needed; • Allow access to facilities for services; and • Interface and provide feedback on system capabilities/availability. 							
<p>Funding for Services: Telephone services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Telephone Services			Mandatory (with exception of OSMS)		The ISS Contractor is the only authorized provider of landline telephone services via the PORTS PBX.		
Telephone Services			Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0009	Mobile Device	Service	Optional	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide Mobile Device Management (MDM) Services and approved cellular devices, e.g., tablets, and hot spot devices associated with connecting to the ISS GDP General Support System (GSS).</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> Establish, in conjunction with OSC, a service agreement for mobile device services and re-evaluate service needs on a quarterly basis; Provides devices; and Develop and maintain user agreements/procedures for devices. <p>OSC shall:</p> <ul style="list-style-type: none"> Establish, in conjunction with ISS, a service agreement for mobile device services; Obtain all services and mobile devices from ISS required to access GDP GSS; and Use devices in accordance with ISS procedures. 							
<p>Funding for Services: Mobile device services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None.</p>							
Service		Service Type		Clarifications			
Mobile Devices that connect to the ISS GDP GSS		Mandatory		The ISS contractor is the only authorized provider for this service. OSC can acquire their own mobile devices; however, any mobile devices expected to be connected to the ISS GDP GSS network shall be obtained through the ISS Contractor.			
Mobile Devices that connect to the ISS GDP GSS		Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0010	GDP General Support System Services (Network Communication) and Applications Deployment	Service/ Information	Optional	Provide service and receive input	NA	Receive service and provide input	NA

Service Description:

The GDP GSS network infrastructure that supports the data processing needs includes the Local Area Networks (LANs) (including VOIP) and Wireless Local Area Networks (WLANs).

This service also consists of data center requirements to include: primary computing facility and backup computing facility, and IT storage services (digital storage and hardware storage).

Provide a standalone National Security System (NSS).

Note: The separate GSS for the DUF6 Conversion Facilities footprint is not covered under this service.

PORTS ISS Contractor shall:

- Establish, in conjunction with OSC, a service agreement for GDP GSS services;
- Establish requirements for connection to the ISS GDP GSS network and NSS;
- Provide the following ISS GDP GSS network infrastructure services:
 - administration, management, and maintenance;
 - internet support service;
 - data center facility;
 - technology support for hardware and software;
 - training for networking;
 - user account creation and management;
 - email server administration and support;
 - provides, installs, set-up, and maintains computers (desktops and thin clients);
 - performs maintenance and repair of all onsite installed data/communication lines, including switches or routers, up to and including the end users (onsite) receptacle (jack);
 - provide network customer service, and helpdesk support;
 - provides network file storage to ensure sufficient capacities are allocated to user organizations; and
 - supports remote access for personnel (such as VMware access, does not include equipment for remote personnel).
- Provides application management services to ensure efficient and appropriate deployment of network applications;
- Provides core software (e.g., Adobe Acrobat DC/Reader, Chrome, Entrust, Firefox, Microsoft Office (Word, Excel, PowerPoint, Outlook, Access, Outlook), SharePoint, Skype); and
- Coordinate with OSC to address requests for additional services.

OSC shall: <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for GDP GSS services; • Comply with all requirements for connectivity to the network defined by the ISS; • Complete all necessary training; • Provide input and feedback to standards updates; • Interface and coordinate with ISS on proposed changes; • Provide new installation of data wiring and additional system requirements to support its operations; • Make requests for additional services beyond direct funded service level, as applicable; • Purchase specialty hardware/software/development of non-enterprise applications to be connected to the GSS; • Meet ISS requirements for specialty applications and provide to ISS to be loaded onto the GSS; • Responsible for ensuring any specialty software meets software quality assurance requirements; and • Coordinate permissions for user access to its specific specialty software/applications. 		
Funding for Services: ISS GDP GSS network is direct funded.		
Unit Billed Services: None		
Service	Service Type	Clarifications
General Support System Services and Applications Deployment	Mandatory (with exception of OSMS)	Physical and virtual file servers, initial or refreshed, supporting the infrastructure and shared application file servers will be provided by the ISS Contractor. OSC can acquire their own computing devices, however, any devices expected to be connected to the ISS network shall be obtained through the ISS Contractor.
General Support System Services and Applications Deployment	Optional for OSMS	If desired, OSMS may enter into a work authorization with the ISS for this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0011	GDP GSS Copier Services.	Service	Optional	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide copier and printer hardware and supplies for the ISS GDP GSS. OSMS DUF6 Conversion Facilities currently operate from a separate GSS network.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide, install, set-up, and maintain hardware (e.g., printers, plotters, copiers) connected to the GSS; • Provide toner, ink, paper, and other consumables; and • Coordinate with OSC for drop-off of paper. <p>OSC shall:</p> <ul style="list-style-type: none"> • OSC coordinate with the ISS Contractor for any hardware (e.g., printers, plotters, copiers) connected to the GSS; • Request services as needed and provide estimate of toner, ink, paper, and other consumables; and • Identify a point of contact and drop-off location(s) for toner and paper delivery. 							
<p>Funding for Services: Copier Services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service	Service Type			Clarifications			
Copier Services	Mandatory (with exception of OSMS)			The ISS Contractor is the only authorized provider of this service for the ISS GDP GSS.			
Copier Services	Optional for OSMS			If desired, OSMS may enter into a work authorization with the ISS for this service.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0012	Relocation Services (Office Moves)	Service	NA	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Relocation of office furnishings and equipment associated with personnel moves for D&D Contractor personnel.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provides relocation of office furnishings and equipment to include, but not limited to, coordination with site services, e.g., office set-ups, office key, janitorial services, etc.); • Provides minor and miscellaneous furniture moving and fixture installation, removal or adjustment (e.g., hanging a white board, installing a keyboard tray under a desk, replacing a bookcase or file cabinet) of furniture; and • Track service hours provided. <p>OSC shall:</p> <ul style="list-style-type: none"> • Request relocation services and establish mutually agreed move schedule; • Allow access to facilities for relocation of services; • Coordinate for the provision of relocation services; • Ensure the personnel being relocated are prepared (e.g., loose items packaged in box, furniture cleared, shelving emptied) for the move; and • Coordinate with PORTS ISS to track usage. 							
<p>Funding for Services: The ISS Contractor is direct funded for up to 500 direct labor hours annually (ISS contract year) for office moves. Requests for additional services requires DOE approval.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Relocation Services			Mandatory		Coordination and movement of computer/printing equipment is covered under GSS network services.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0013	Real and Personal Property Services	Service/ Information	Provide service (excess of personal property) and receive input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: PORTS ISS: Provide site-wide coordination for development of the annual submittal of the rolling Five Year Site Plan. Provide for identification of high risk property and guidance for disposition of high risk excess property. OSMS: Responsible for excessing personal property intended for reuse or transfer.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Coordinate with OSC for the preparation and submittal of the annual rolling Five Year Site Plan with input from other site contractors; • Establish property point of contact for coordination of services; and • Coordinate and provide identification and disposition guidance support for high risk Government owned personal property. <p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Provide input to development of the Five Year Site plan; • Establish property point of contact for coordination of services; • Perform free release screenings, as required, prior to transferring property for reuse or release; • Responsible for excessing OSCs personal property intended for reuse or transfer; and • Coordinate with ISS contractor for potential high risk property reviews and for guidance on disposition of high risk excess property. <p>PORTS D&D Contractor shall:</p> <ul style="list-style-type: none"> • Provide input to development of the Five Year Site plan; • Establish property point of contacts for coordination of services; • Perform free release screenings, as required, prior to transferring property for reuse or release; and • Coordinate with ISS contractor for potential high risk property reviews and for guidance on disposition of high risk excess property. 							
<p>Funding for Services: Real and Personal Property services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Real and Personal Property Services			Mandatory		If reuse or transfer of excess personal property is unsuccessful the Contractor requesting the reuse/transfer is responsible for final disposition.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0014	Custodial Services	Service	Optional	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provides custodial service for facilities indicated in Site Facility Responsibility Matrix, Section J, Attachment 7.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide services including trash collection, general cleaning, vacuuming, sweeping/ mopping, sanitary waste pick-up, and restroom cleaning per provider's contract; and • Obtain facility specific training for access. <p>OSC shall:</p> <ul style="list-style-type: none"> • Coordinate for the provision of services and obtain mutually agreed upon schedules; • Allow access to facilities for services; and • Ensure facility specific training is complete prior to granting access. 							
<p>Direct Funded Services: ISS Custodial Services are direct funded.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Custodial Services			Mandatory				
Custodial Services			Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0015	Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Rail Vegetation Control	Service	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Perform maintenance of roadways (including bridges) and parking areas, grounds areas, and non-security fencing including perimeter fencing. Note: This service excludes active construction areas (e.g.; the OSWDF footprint, demolition boundaries, and excavation boundaries).</p> <p>Includes fencing around X-208C, X-230J6, X-230J7, X-530D, X-611, X-611A, X-633, X-735, X-736, X-745C, X-745E, X-745G-1, X-745G-2, X-749, X-749B, and X-608. Includes roadways described in ISS Contract, Attachment J-8.C.3.4.4.2a Listing of Roads.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Perform maintenance of paved and gravel site roadways and parking areas; bridges; grounds; site perimeter fencing, and signage for roads/parking and site boundary (site security fencing is captured in Physical Security); • Develop and obtain concurrence from other site contractors on the Snow and Ice Removal Plan; • Provide snow and ice removal and treatment for roads, parking lots, and sidewalks (e.g., entrances, steps, landings, sidewalks, driveways, roadways, parking areas, and handicapped accessibility areas); • Performs, interfaces and coordinates with others on providing grounds maintenance, including grass cutting, edging, grass trimming, removing leaves, inspecting, and performing minor repairs; • Maintain outfalls, ditches, and waterways free from obstructions (including removal of debris and beaver dams); • Provides pest control (e.g., control of ticks, chiggers, ants, wasps, spiders, mice, and rats); for buildings, trailers, and other structures and facilities specified in the Site Facility Responsibility Matrix and for all assigned grounds areas; • Provides for grounds removal of nuisance animals and dead animals; • Coordinate with others on activities at the site that impact others use of assets such as road and parking lot closure; and • Provides vegetation control (cutting, spraying) on railway. <p>OSC shall:</p> <ul style="list-style-type: none"> • Identify and report observed deficiencies; • Coordinate for the provision of services with mutually agreed upon schedules, and provide access and training/briefings, as needed; • Responsible for facility and area signage for assigned facilities; • Review and concur on Site Snow and Ice Removal Plan; • Coordinate on potential conflicts for grounds maintenance and maintenance activities in outfalls, ditches, and waterways; • OSC responsible for facility safety bases compliance (e.g., related to fire danger from adjacent vegetation); 							

<ul style="list-style-type: none"> • Provide for pest control within the interior (and immediate facility perimeter) of assigned facilities as designated in the Facility Responsibility Matrix (Section J, Attachment 7); • Communicate potential conflicts with road and parking lot closures; and • Coordinates with ISS for vegetation control needs on rail. 		
<p>Direct Funded Services: Services are direct funded under the ISS Contract.</p>		
<p>Unit Billed Services: Additional services can be coordinated for special request services, e.g., additional mowing events, vegetation control in non-maintained areas.</p>		
Service	Service Type	Clarifications
Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Rail Vegetation Control	Mandatory	

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0016	Records Management Services	Service	NA	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Operate and maintain the Records Management Center and electronic document system to maintain safe, compliant storage of all records (archived, newly generated, and received).</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for records management services; • Develop, integrate, and implement a Records Management Program; • Maintain and administer sites Electronic Records Management System (ERMS); • Provide search and retrieval for records requests; and • Coordinates with OSC on required radiological protection and survey needs for potentially contaminated records. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for records management services; • Develop contractors internal Records Management Program consistent with the requirements of the ISS Records Program; • Turnover electronic records to ISS regularly through applicable ERMS interface (e.g., SharePoint Gimmel, or Documentum) meeting ISS quality control requirements; <ul style="list-style-type: none"> ○ Including turnover of legacy records in electronic format for final disposition; • Request records as needed; and • Provides radiological protection and survey needs for potentially contaminated records, including for records disposition. 							
<p>Direct Funded Services: Records Management services are direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Records Management Services			Mandatory		OSC is responsible for maintaining its records through established requirements.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0017	Environmental Information Center Operations	Service	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Operate and maintain the Portsmouth Environmental Information Center (EIC) in compliance with applicable requirements including CERCLA, National Environmental Policy Act (NEPA), and Resource Conservation and Recovery Act (RCRA) to provide public access to PORTS documents.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Maintain the applicable PORTS Administrative Records; and • Operate and maintains the EIC and the Online Document Repository which provides public access to regulatory documents and reports within the Administrative Records. <p>OSC shall:</p> <ul style="list-style-type: none"> • Identify and submit documents regularly for placement in the Portsmouth EIC/Administrative Records meeting ISS requirements. 							
<p>Direct Funded Services: Environmental Information Center Operations is direct funded.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Environmental Information Center Operations			Mandatory		The PORTS ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0018	Training Services	Service/ Information	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Training Services provides support, curriculum, and training delivery to contractor and subcontractor personnel of select courses.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Maintain and deliver the following training courses: <ul style="list-style-type: none"> ○ PPPO General Employee Training (GET); ○ Annual Cyber Security Training, Unclassified Foreign National Visits and Assignments, Unclassified Controlled Information, Active Shooter, Classified Matter, Cyber Security Remedial Training, Transportation Security; ○ Occupational Health and Safety, 40-Hr Hazwoper, 8-Hr Hazwoper, Refresher; ○ Radworker Site Specific (Initial), Radworker Site Specific (Refresher), Radworker Academics (Initial), Radworker Academics (Refresher), Radworker II Practicals (Initial), Radworker II Practicals (Refresher); and • Coordinate review and concurrence of training content with OSC of provided training. <p>OSC shall:</p> <ul style="list-style-type: none"> • Review and concur on content of ISS training modules; • Coordinate with ISS Contractor by providing list of personnel and forecast of upcoming training needs; • Comply with site-wide training requirements; • Ensure all personnel complete mandatory training; • Track training status and notify personnel of training needs; and • Provide other required training to personnel, as needed. 							
<p>Direct Funded Services: Training services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: Optional Service would be billed to OSC.</p>							
Service			Service Type		Clarifications		
Training Services			Mandatory		The ISS Contractor is the only authorized provider of this service.		
Optional Training			Optional		OSC may contract with the ISS Contractor to develop and provide additional (non-standardized) training courses.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0019	Energy Employees Occupational Injury Compensation Program Act (EEOICPA) Services	Service	Receive service and provide input	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: EEOICPA search and response services.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> Conduct search and retrieval services when requested for EEOICPA claims. <p>OSC shall:</p> <ul style="list-style-type: none"> Request records searches from ISS when needed to process EEOICPA claims. 							
<p>Direct Funded Services: EEOIPA Services is direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
EEOIPA Services			Mandatory				

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0020	Mail Services	Service	Optional	Provide service and receive input	NA	Receive service and provide input	NA
<p>Service Description: Provide mail pick-up and drop-off from the U.S. Post Office.</p>							
<p>PORTS ISS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for mail services; • Deliver incoming mail to a central point and pick-up outgoing mail for the U.S. Postal Service; • Pick-up and deliver from the local U.S. Post Office, twice daily in accordance with the dates and times in the services agreement; • Maintain the central repository, process; and track classified mail; and • Notify and coordinate with an identified point of contact to ensure delivery of certified mail. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for mail services; • Provide administrative staff responsible for mail distribution within their facility; • Drop-off outgoing and pick-up incoming mail at the central point; and • Identify a point of contact for and coordinate for receipt of certified mail. 							
<p>Direct Funded Services: Mail Services is direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service		Service Type		Clarifications			
Mail Services		Mandatory		OSC are responsible for their own premium mailing or package services, such as Federal Express, United Parcel Service (UPS), etc.; and outgoing US Mail postage.			
Mail Services		Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0021	Environmental Monitoring and Reporting	Service / Information	Receive service and provide input	Receive service and provide input	NA	Provide service and receive input	NA
<p>Service Description: Perform site-wide environmental monitoring and coordination for submittal of environmental reports. Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties will be paid by the responsible site contractor, if the contractor's operations resulted in fines or penalties.</p>							
<p>D&D Contractor shall:</p> <ul style="list-style-type: none"> • Collect, analyze, and evaluate environmental monitoring data for the development of site-wide environmental reporting, including the Environmental Monitoring Plan, Annual Site Environmental Report, Annual National Emissions Standards for Hazardous Air Pollutant(s) report, Annual Compliance Agreement Report, Annual Groundwater Report, and updates to the Integrated Groundwater Monitoring Plan; • Compile and submit the Annual Hazardous Chemical Inventory Report (Emergency Planning and Community Right-to-Know Act (EPCRA) 311-312) and Annual Toxic Chemical Release Inventory Report (EPCRA 313) with OSC contractor input; • Coordinate with OSC to ensure the appropriate information is included for OSC portions of the reports; • Receive input from and seek concurrence/certification from other site contractors on permit activities for site-wide environmental areas identified; • Manage and conduct environmental monitoring services both on-site and off-site of air, soils, and water; • Provide processing of Solid Waste Management Unit (SWMU) Notifications with regulatory agencies; and • Administer the sampling, monitoring, Five-Year reviews and reporting requirements for the following closed SWMUs, assigned to OSMS: <ul style="list-style-type: none"> ○ Quadrant IV – X-734 Landfills (X-734A and X-734B) and X-611A Prairie; ○ X-735, including Annual Leachate Management Monitoring Report. <p>OSC shall:</p> <ul style="list-style-type: none"> • Obtain and manage any necessary permits and provide copies to the D&D Contractor; • Provide input and project/facility specific data for site-wide environmental reports by the requested date such that deliverable dates are met; • Notify D&D Contractor during planning phase of any new or changing processes or operations that may impact permit requirements; • Provide notification of expected work in SWMU within 30 days of planned project start; and • Provide access to facilities/areas requiring monitoring/sampling. 							
<p>Direct Funded Services: Site-wide environmental monitoring services are direct funded.</p>							
<p>Unit Billed Services:</p>							
Service			Service Type		Clarifications		

Environmental Monitoring and Site Permits	Mandatory	The PORTS D&D Contractor is the only authorized provider for this service. OSMS is responsible for any required permits associated with its work activities.
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Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0022	Emergency Management – Preparedness	Service/ Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input

Service Description:

Site-wide Emergency Management Preparedness which includes delivering comprehensive emergency services through establishment of an Emergency Operations Center (EOC), Joint Information Center (JIC), training of Emergency Response Organization (ERO) Staff, site-wide exercises, drills, and assessments.

OSMS Contractor shall:

- Maintain a DOE Order 151.1 compliant program;
- In conjunction with the OSC, develop site-wide standards and guidelines for all site and facility emergency preparedness activities, including, but not limited to, procedures, training, drills and exercises;
- Solicit input from the OSC for comments on revisions to the Emergency Management Program;
- Maintain hard copies of all site-wide emergency documents, to include, but not limited to, Emergency Hazard Planning Assessment and Emergency Action Levels within the EOC and other areas, as needed;
- Maintain and staff an operational and DOE Order 151.1 compliant EOC and alternate EOC that is available 24-hours;
- Maintain and staff an offsite JIC in conjunction with the ERO, with support from OSC, as needed;
- Provide ERO training and qualifications, including for drill and exercise controllers/observers/evaluators;
- Support facility/project-specific emergency preparedness coordinators with drills, exercises, and assessments, as requested;
- Conduct or support emergency management surveillances and assessments and work with other contractors for corrective action implementation;
- Maintain offsite liaison representative to advocate for Emergency Management with surrounding communities;
- Coordinate agreements with offsite emergency support agencies (Mutual Aid), as needed;
- Maintains a diverse site-level Emergency Notification System with support from ISS Contractor, maintains “IamResponding” notification, issues messages to cell phones and pager system provided by ISS;
- Provide, utilize, and train users on WEB EOC; and
- Initiate and coordinate emergency management post-incident reviews.

OSC shall:

- Support development of site-wide emergency standards and guidelines and provide approval to the OSMS Contractor;
- Assign emergency preparedness coordinators to implement emergency management procedures within respective projects/facilities;
- Provide input to the Emergency Management Program, and support OSMS Emergency Management Preparedness functions as described;
- Provide updated versions of all necessary program/facility-level technical documents to the OSMS Contractor for inclusion in the EOC;
- Assign resources to the site-level ERO, as needed, and coordinate with OSMS for all training and qualification requirements;
- Support the EOC and JIC as requested;
- Maintain a facility level DOE Order 151.1 compliant drill program;
- Support assessments during drills and exercises (including required field exercises);
- Document accountability status for plant wide accountability;

<ul style="list-style-type: none"> • Support OSMS development of the site-wide self-assessment criteria; • ISS Contractor shall provide reliable electronic system/service for notification(s) to emergency response personnel; • ISS Contractor shall provide support to site level Emergency Notification System (site PBX, mobile devices, pager system); • Maintain all facility/project level emergency notification equipment in support of the site-wide Emergency Notification System; • Participate in post incident emergency management reviews, as required; and • Coordinate with and notify OSMS of changing conditions and hazards as they occur. 		
<p>Direct Funded Services: Emergency Management Preparedness services are direct funded through OSMS Contract. Each OSC funds its personnel that participate in emergency management activities.</p>		
<p>Unit Billed Services: None</p>		
Service	Service Type	Clarifications
Emergency Management – Preparedness	Mandatory	The OSMS Contractor is the only authorized provider of this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0023	Emergency Management – Plans and Reports	Service/ Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: The Emergency Management Plans and Reports requires the development of documentation including site-wide plans and reports. The Emergency Management Plans and Reports also requires interfacing and coordinating with other contractors and obtaining concurrence, as applicable.</p>							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Prepare and coordinate with OSC for concurrence with the following: <ul style="list-style-type: none"> ○ Site Emergency Plan; ○ All Hazard Survey and Emergency Planning Hazard Assessment (including facility Emergency Planning Zones (EPZ) and site EPZ); ○ Facility specific Emergency Action Levels; ○ Site integrated Emergency Readiness Assurance Plan; ○ Site Continuity of Operations Plan (COOP); and ○ Site integrated Continuity Readiness Assurance Report. <p>OSC shall:</p> <ul style="list-style-type: none"> • Provide input, technical review and concurrence of plans and reports; • Implement requirements of subject plans and reports; • Responsible for developing and submission of contract specific plans for rollup to site-wide plan (e.g. Emergency Plan, Continuity of Operations Plan); • Fully participate in the site’s Emergency Operations Program; and • Ensure emergency management planning documents meet RCRA permit requirements. 							
<p>Direct Funded Services: Emergency Management Plans and Reports services are direct funded through the OSMS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Emergency Management – Plans and Reports			Mandatory		The OSMS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0024	Emergency Operations – Plant Shift Superintendent (PSS)	Service/ Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: Emergency Operations: Plant Shift Superintendent (PSS) monitors and manages the overall coordination of operational/emergency activities at the sites.</p>							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Serve as the primary point of contact for emergent situations 24 hours/day, 7 days/week; • Serve as the primary point of contact for incident/event notification for all activities and all contractors; • Serve as the Incident Commander for emergencies; • Initiate emergency notifications for occurrences and emergencies; • Serve as primary emergency point of contact for off-site waste and material shipments; • Serve as the primary monitor of the utility system alarms and criticality accident alarm system; • Monitor weather conditions and make notifications to site personnel; and • Provide maintenance and availability of emergency facilities and equipment. <p>OSC shall:</p> <ul style="list-style-type: none"> • Report per requirements their environmental, safety, health events, and related information directly to DOE and to the PSS; • Allow access to facilities for PSS activities; • Coordinate waste shipment plans and activities with PSS; • Implement severe weather protection plans; and • Notify the OSMS if modifications are planned that may create a new hazard. 							
<p>Direct Funded Services: Emergency Operations: Plant Shift Superintendent services are direct funded through the OSMS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Emergency Operations – PSS			Mandatory		The OSMS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0025	Fire & Emergency Response Services	Service/Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input

Service Description:

OSMS maintains a site-wide fire department responsible for providing fire prevention; fire suppression; fire investigation; emergency rescue; emergency medical service and patient transport; incident command; and hazardous material (chemical/biological/radiological) response for the sites.

OSMS Contractor shall:

- Develop and maintain all fire department and emergency medical procedures;
- Provide a delegated Contractor Authority Having Jurisdiction (AHJ) authority for each site;
- Provide 24/7 response capability for all site-wide emergencies to protect human life, property, and facilities, and DOE assets;
- Operate basic and advanced life support emergency medical services, to include transport of patients in need of emergency medical services to local area hospitals;
- Develop, maintain, and coordinate a site-wide First Responder Program (basic first aid, CPR, and AEDs);
- Respond to each facility fire alarm and trouble signal;
- Stabilize the fire system (sprinkler system, fire alarm, dry chemical, etc.) activated, in an alarm, or trouble condition, and contact facility management or the EOC with the status of fire system(s);
- Participates in drills and exercises;
- Perform inspection and testing of facility fire protection equipment/systems;
- Provide and maintain a fire protection system impairment process;
- Recharge, test, and replace fire extinguishers;
- Provide maintenance support for the Fire Alarm Systems;
- Perform fire protection and fire safety-related building inspections to evaluate occupancy, housekeeping, fire-loss potentials, and facility fire protection for active and/or inactive systems for all site facilities, fire doors;
- Report deficiencies identified during testing and inspections of facilities, systems, and/or equipment to the contractor assigned responsibility for the facility system and/or equipment for correcting the deficiency;
- Maintain mutual aid agreements with surrounding fire department and EMS organizations;
- Provide and maintain a Hot Work Permit System; and
- Develop and maintain the site Baseline Needs Assessment (BNA) and obtain OSC concurrence on the BNA.

OSC shall:

- Provide access to the fire Emergency Response Service Personnel, and notify the Fire Department of work activities, events, incidents, etc., that may require involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.);
- Notify the OSMS if modification are planned that may create a new hazard;
- For emergency situations created by a hazardous material spill, including mixed waste spills, once the hazards have been mitigated, the owners of the facility or material have the responsibility for cleaning up the material and decontaminating the site, but may request supplemental expertise from Fire Services;
- Participate in facility specific First Responder Program (basic first aid, CPR, and AEDs);

<ul style="list-style-type: none"> • Notify OSMS of issues with facility specific fire protection systems; • Coordinate with OSMS for needs to take facility fire water out of service; • Provide fire watches associated with hot work permits; and • Concur on the site BNA. 		
<p>Direct Funded Services: Fire & Emergency Response Services are direct funded through OSMS Contract.</p>		
<p>Unit Billed Services: None</p>		
Service	Service Type	Clarifications
Fire & Emergency Response Services	Mandatory	The OSMS Contractor is the only authorized provider of this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0026	Utility Services	Service/Physical	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input

Service Description:

Utility services provided on demand include electricity, potable water, sanitary wastewater treatment, fire suppression water, storm sewer, natural gas, dry air, chilled water, steam, and nitrogen. Service includes outdoor lighting circuit and lights. Utility services are provided site-wide as per the demarcation points identified in the Section J, Attachment 7, PPPO Facilities Responsibility Matrixes, with the following exceptions:

- At PAD, buildings which contain wet fire water, systems (including sprinklers) are the responsibility of the OSMS Contractor. For systems that are converted to a dry hybrid fire system, the OSMS Contractor is responsible for routine inspections, testing, and operations. The D&R contractor is responsible for corrective maintenance of the dry hybrid systems. All other corrective maintenance will be provided by the OSMS Contractor.
- At PAD, nitrogen is not supplied to the ISS or D&R Contractors.

OSMS Contractor shall:

- Establish, in conjunction with OSC, service agreement for Utility Services;
- Coordinate with OSC to develop mutually agreed upon schedules for needed services;
- Responsible for maintenance of supply and distribution facilities and equipment to the demarcation identified in Section J, Attachment 7, *PPPO Facilities Responsibility Matrixes*;
- Take monthly readings from utility meters within OSC facilities;
- Obtain information for the following:
 - Energy cost and consumption data for OSC energy usage reporting needs;
 - Water, natural gas, and other utility consumption data for OSC reporting needs;
- Request from OSC information required to update annual forecasts for utility service requirements;
- Assist on technical matters dealing with any OSC utility needs;
- Review OSC requests for changes to level of provided services and provide feedback;
- Coordinate with OSC any necessary utilities outages;
- Isolate the system as needed to support site configuration changes;
- Request from OSC utility information when necessary to support utility emergencies, reporting, and other site maintenance activities;
- Conduct bacteriological sampling for domestic water system sterilization in accordance with permit requirements, and as requested by OSC for potential water issues;
- For Paducah, make available Paducah’s C-615 Sewage Treatment Plant for use by the C-746-U landfill for leachate treatment, if needed; and
- Coordinate and support all work performed on site by commercial utility service suppliers (e.g.; American Electric Power, Utility Pipeline).

OSC shall:

- Establish, in conjunction with OSMS, service agreement for Utility Services;
- Responsible for working with OSMS to develop mutually agreed upon schedules for needed services;
- Own, operate, and maintain utility equipment/services within respective facilities per established points of demarcation;
- Protect site systems against disruption and damage during performance of work and support utility operations, maintenance, and closure of a service where appropriate;

<ul style="list-style-type: none"> • Provide access to OSMS for routine and emergent utility activities within the OSC facility, as appropriate; • Provide utility usage forecasts annually to OSMS for planning purposes; • Request from the OSMS for any changes to level of provided services; • Coordinate system outage and isolation requirements in advance to support maintenance and deactivation/demolition needs; • Provide utility information requested by OSMS to support utility emergencies, reporting, and other site maintenance activities; • Request from OSMS bacteriological sampling when necessary for potential water system issues; • Notify and coordinate any new, suspended, or off-normal waste streams than may have the potential to upset sewer plant operations or be inconsistent with permitted operations; and • Sample, provide data from leachate from C-746-U landfill, and obtain approval from OSMS prior to discharge to the Paducah C-615 Sewage Treatment Plant. 		
<p>Direct Funded Services: Utility Services are direct funded through OSMS Contract.</p>		
<p>Unit Billed Services: None</p>		
Service	Service Type	Clarifications
Utility (electricity, potable water, sanitary waste treatment, fire suppression water, storm sewer, natural gas, dry air, chilled water, steam, and nitrogen)	Mandatory	The OSMS Contractor is the only authorized provider of this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0027	Nuclear Material Control and Accountability (MC&A)	Service	Provide and receive service and receive input	Provide input	Provide input	Receive service and provide input	Receive service and provide input
<p>Service Description:</p> <p>Provide Nuclear MC&A Program in accordance with DOE O 474.2, <i>Nuclear Material Control and Accountability</i>. ISS Contractor ensures SSP incorporates security measures for MC&A materials and products.</p> <p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Develop, maintain, and obtain concurrence from OSC on the MC&A Plan(s); • Develop, maintain, and obtain approval from OSC on site-level plans and procedures governing the MC&A program; • Provide material accounting and reporting services; • Conduct programmatic coordination, testing, and verification of possessing contractor adherence to the requirements; • Provide and maintain data entry to a Nuclear Material Local Area Network Material Accountability System (LANMAS)-based accounting program for all PPPO-contractor nuclear operations. <p>OSC shall:</p> <ul style="list-style-type: none"> • Review and concur on MC&A plans per mutually agreed upon schedule; • Develop and maintain MC&A Program implementing procedures; • Comply with the requirements of the MC&A Plan and procedures for protection and accountability of material; • Procure needed MC&A tamper indicating devices (TID) utilized; • Identify custodians and implement MC&A requirements in accordance with approved MC&A Plans; • Manage accountable nuclear material in accordance with approved MC&A Plans and develop corrective action plan to address noncompliance/deficiencies; and • Execute analysis measurement techniques for MC&A purposes within OSC facilities. 							
<p>Funding for Services:</p> <p>OSMS MC&A Program services are funded under the OSMS Contract.</p>							
<p>Unit Billed Services:</p> <p>None</p>							
Service			Service Type		Clarifications		
MC&A Program services			Mandatory		The OSMS Contractor is the only authorized service provider for this service. OSCs are to procure needed TIDs.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0028	Protective Force Services	Service / Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: Provide 24/7 Protective Force (PF) services in accordance with DOE O 473.2, <i>Protective Force Operations</i>.</p> <p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Provide 24/7 security services per the respective sites SSP and SRA. • Staff and conduct random inspections for the deterrence and detection of Prohibited and Controlled Articles; • Provide 24/7 site security alarm monitoring, surveillance and response; and • Provide PF chapter of the SSP as well as the compilation of assessment findings and observations for security site roll-up assessment. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with PF direction; • Responsible for ensuring personnel compliance with the respective site random inspection programs; • Provide facility, operational, and system configuration changes that may affect Protective Force operations; and • Submit requests for protective force services consistent with the OSMS scope of work. 							
<p>Funding for Services: PF services are direct funded under the OSMS Contract.</p>							
<p>Unit Billed Services: Basic level of service provided, although special request and/or services beyond the base case for service will drive additional cost allocable to the requester.</p>							
Service			Service Type		Clarifications		
Protective Force Services			Mandatory		The OSMS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0029	Criticality Accident Alarm System (CAAS) Services	Service	Provide service and receive input	NA	NA	Receive service and provide input	NA
<p>Service Description: Operate, maintain, repair, and ensure operational capability for the CAAS.</p>							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a services agreement for CAAS services; • Plan and schedule maintenance; • Calibration of the Californium source and replacement of sources as needed; • Provide required information and notification in accordance with the OSC safety basis requirements; • Coordinate and communicate system outages with OSC; and • Maintain configuration control and all CAAS related drawings current. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSMS, a services agreement for CAAS services; • Coordinate for the provision of services (including design change requests) and provide access to facilities for S&M; • Coordinate facility maintenance/operations activities that may impact CAAS operability (e.g., electrical outages that might impact CAAS equipment); • Identify and report observed deficiencies; • Notify OSMS when existing CAAS audibility may be deficient; • Provide alternate coverage and audibility when needed; and • Be responsible for fulfilling Safety Basis requirements; that includes facility declaration of system operability per the TSR, and nuclear criticality and nuclear safety. 							
<p>Direct Funded Services: CAAS services are direct funded through OSMS Contract.</p>							
<p>Unit Billed Services: None.</p>							
Service			Service Type		Clarifications		
CAAS Services			Mandatory		The OSMS Contractor is the only authorized service provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0030	Plant Site-wide Radio, Public Address, and Public Warning Systems Services	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: Provide a site-wide radio system, public address system, and public warning system.</p> <p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Provide radio services including two-way, fire dispatch, safety and emergency preparedness, security systems and infrastructure; • Provide radios and extended hardware (e.g., charging stations, belts, accessories, etc.) to OSC; • Calibrate and program radio sets; • Maintain and test the site’s Public Warning Systems; and • Maintain and test the site’s Public Address System. <p>OSC shall:</p> <ul style="list-style-type: none"> • Identify required needs for use of system and operational communication equipment; • Report and return damaged or inoperable radios to OSMS; and • Maintain speakers, support equipment, and required audibility within assigned facilities. <p>Direct Funded Services: Plant Site-wide Radio, Public Address, and Public Warning Systems are direct funded through OSMS Contract. Additional inventory is at the expense of the OSC.</p> <p>Approximately 1,000 radios are in inventory at PAD and approximately 1,500 radios are in inventory at PORTS. An accurate radio inventory can be determined during contract transition.</p> <p>Unit Billed Services: None</p>							
Service		Service Type		Clarifications			
Plant Site-wide Radio, Public Address, and Public Warning Systems Services		Mandatory		The OSMS Contractor is the only authorized service provider for this service.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0031	Hazardous Energy (Lockout/tagout) Excavation and Penetration Permits	Service/ Information	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: Site-wide standards and procedures are established and maintained to ensure common safety processes for worker safety through a partnership between contractors for site-wide Excavation Permitting and Hazardous Energy (Lockout/tagout).</p> <p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Lead a coordinated effort with the OSC through the Shared Site process to identify site-wide standards and procedures applicable to OSC. Safety standards and procedures shall be developed and used in partnership with the OSC to ensure common safety processes for worker safety for hazardous energy (lockout/tagout), excavation and penetration permits; • Provide and maintain a centralized repository/file for management of the standards and procedures developed for hazardous energy, excavation, and penetration permits and corresponding documentation and allow OSC access; • Lead, review, and revise the standards and procedures in conjunction with the OSC no less than annually by all site contractors; • Shall coordinate through the Shared Site process and negotiate any changes to the site-wide standards and procedures; and • Responsible for managing and executing excavation permits. <p>OSC shall:</p> <ul style="list-style-type: none"> • Approve the site-wide standards and procedures for hazardous energy (lockout/tagout), excavation, and penetration permits and develop internal implementing procedures (only affected OSC); • Request and provide necessary information to OSMS for development of excavation permit; • Participate in safety activities/initiatives where appropriate; • Maintain responsibility for implementing approved site-wide standards and procedures internally; • Review the site-wide standards and procedures in conjunction with the OSMS Contractor no less than annually by all site contractors; • Assign a point of contact to interface with the OSMS Contractor regarding the site-wide standards and procedures repository/file; and • Develop and submit to the OSMS Contractor, for inclusion in the site-wide standards and procedures repository/file, tenant- and/or facility-specific procedures. 							
<p>Direct Funded Services: Hazardous Energy and Excavation Permits activities are direct funded through OSMS Contract.</p> <p>Penetration permits are funded by the contractor with S&M responsibility for the impacted facility.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Hazardous Energy and Excavation Permits			Mandatory		OSC are responsible for LOTOs and penetration permits within its assigned facilities.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0032	Railroad Services	Service/ Information	Provide service and receive input	NA	NA	Receive service and provide input	NA
<p>Service Description: Maintains and operates the rail system at PORTS, including maintenance, planning, operation, and coordination of rail movements.</p>							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Maintain the track at a Class I level including, but not limited to, rails, ties, and rail bed in accordance with Federal Railroad Administration regulations; • Coordinate with OSC any necessary outages; and • Maintain railroad and road intersections to ensure the safety of vehicles crossing the intersection. <p>OSC shall:</p> <ul style="list-style-type: none"> • Coordinate with and provide input to OSMS on usage; • Coordinate with OSMS if implementing modifications which potentially affect operation of system; and • Responsible for working with OSMS to develop mutually agreed upon schedules for needed support. 							
<p>Direct Funded Services: Railroad Services are direct funded through OSMS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Railroad Services			Mandatory		The OSMS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor																
0033	Dosimetry Services	Service/ Information	Provide service and receive input	Receive service and provide input	NA	Receive service and provide input	NA																
<p>Service Description: Provide an internal and external dosimetry services that meets the requirements of the National Voluntary Laboratory Accreditation Program and DOE Laboratory Accreditation Program.</p>																							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for dosimetry services; • Provide and analyze thermoluminescent dosimeters (TLDs) and personal nuclear accident dosimeters (PNADS); • Coordinates bioassay collection and analysis; and • Provide results of TLD analysis to individual. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSMS, a service agreement for dosimetry services; • Identify personnel requiring dosimetry services and request service from the OSMS Contractor; and • Identify needed bioassay monitoring needs. 																							
<p>Direct Funded Services: Dosimetry Program is direct funded through the OSMS Contract. Requests for additional services above those listed below requires DOE approval.</p> <table border="1" data-bbox="548 938 1549 1146"> <thead> <tr> <th>Organization</th> <th>TLDs</th> <th>PNAD</th> <th>Bioassay</th> </tr> </thead> <tbody> <tr> <td>D&D</td> <td>1750 – Semi-Annual 120 – quarterly</td> <td>1500 - annually</td> <td>300 – total per year (Lists are issued quarterly)</td> </tr> <tr> <td>DUF6</td> <td>225 - quarterly</td> <td>N/A</td> <td>400 – total per year (Lists are issued quarterly)</td> </tr> <tr> <td>PORTS ISS</td> <td>135 – Semi-Annual</td> <td>Included in D&D numbers</td> <td>Typically zero, but no more than 10 per year</td> </tr> </tbody> </table>								Organization	TLDs	PNAD	Bioassay	D&D	1750 – Semi-Annual 120 – quarterly	1500 - annually	300 – total per year (Lists are issued quarterly)	DUF6	225 - quarterly	N/A	400 – total per year (Lists are issued quarterly)	PORTS ISS	135 – Semi-Annual	Included in D&D numbers	Typically zero, but no more than 10 per year
Organization	TLDs	PNAD	Bioassay																				
D&D	1750 – Semi-Annual 120 – quarterly	1500 - annually	300 – total per year (Lists are issued quarterly)																				
DUF6	225 - quarterly	N/A	400 – total per year (Lists are issued quarterly)																				
PORTS ISS	135 – Semi-Annual	Included in D&D numbers	Typically zero, but no more than 10 per year																				
<p>Unit Billed Services: None</p>																							
Service		Service Type		Clarifications																			
Dosimetry Services		Mandatory		The OSMS Contractor is the only authorized provider of this service.																			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0034	Laundry Services	Service	Provide service and receive input	Receive service and provide input	NA	NA	NA
<p>Service Description: Provide laundering services for company provided clothing and towels.</p>							
<p>OSMS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a services agreement for laundry services; • Provide laundry services; and • Coordinate with OSC to supply needed services. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSMS, a services agreement for laundry services; • Coordinate drop-off of used garments and pick-up of cleaned garments; and • Provide routine projection of usage. 							
<p>Direct Funded Services: Laundry Services is direct funded through the OSMS Contract.</p> <p>Laundry service is required for approximately 70 ISS personnel.</p>							
<p>Unit Billed Services: None</p>							
Service		Service Type		Clarifications			
Laundry Services		Optional					

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0035	Disposition of Waste	Service/ Information	Provide service and receive input	Receive service and provide input	NA	Receive service and provide input	NA
<p>Service Description: Manages and operates waste collection and disposition.</p> <p>OSMS Contractor shall: For Sanitary Waste:</p> <ul style="list-style-type: none"> Provide site-wide collection points (dumpsters) and disposal of routinely generated sanitary waste from other contractor facilities for transport off site for disposal. <p>For ISS Waste:</p> <ul style="list-style-type: none"> Receives, stores, and dispositions all waste generated from the ISS Contractor S&M activities including sanitary, low level waste, and potentially hazardous waste. <p>OSC shall:</p> <ul style="list-style-type: none"> Notify and coordinate anticipated waste generation with OSMS; Responsible for compliantly managing all waste it generates, to include compliance initial characterization, storage and accumulation, and support for final disposition; and Utilize OSMS dumpsters located on site for waste collected within assigned facilities. 							
<p>Direct Funded Services: Disposition of Waste is direct funded through the OSMS Contract.</p> <p>The off-site disposition of sanitary/industrial waste is estimated to be 20,300 ft³. The estimated total waste generated by ISS is 13,200 ft³ annually with a breakdown of 40% Hazardous, 40% Universal, 15% Recycle, and 5% LLW.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Disposition of Waste			Mandatory		The OSMS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0036	S&S – Program	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input

Service Description:

S&S Program Management provides formal organized processes for planning, performing, assessing, and improving the secure conduct of work in accordance with risk-based protection strategies.

PAD ISS Contractor shall:

- Maintain the DBT vulnerability and SRA and obtain information from OSC when needed;
- Develop, with support and concurrence from the OSC, S&S site policy and implementing plans and procedures governing the S&S program for all PAD facilities; and
- Develop, integrate, execute, and evaluate the processes and services that comprise the S&S Program Management, such as Program Planning, Oversight, and Administration; Security Conditions (SECON); Site Security Plan; and safeguards and security training.

OSC shall:

- Provide information for SRA (e.g., FoF, Performance Testing, Programmatic Assessments, etc.) and comply with DBT requirements and SSP;
- Support the development of S&S requirements in the project and site plans and procedures; and provide concurrence, and implement applicable requirements;
- Provide local FSO to support PAD ISS integrated security programs;
- Support and provide concurrence for SECON plans and activities as identified by the ISS Contractor, and implement and comply with the SECON Plan; and
- Implement and manage programs to implement self-assessments, resolution of S&S findings, and security incident reporting and management in accordance with S&S plans and procedures.

Funding for Services:

S&S Program services are direct funded under the ISS Contract.

Unit Billed Services:

None

Service	Service Type	Clarifications
S&S Program Services	Mandatory	The ISS Contractor is the only authorized service provider for this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
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0037	Safeguards & Security – Awareness	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide S&S Awareness to site personnel to communicate site security awareness information and promote good security practices. Develop, implement, and maintain the S&S Awareness Program in accordance with the requirements of DOE O 470.4, <i>Safeguards and Security Program</i>.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies and implementing plans, and procedures governing the S&S Awareness program on a common platform available to OSC; • Develop and conduct Security Awareness training, briefings, bulletins, etc. to maintain appropriate levels of security awareness for all site workers. Including the following: <ol style="list-style-type: none"> 1) Initial Security Awareness; 2) Comprehensive Briefing(s); 3) Refresher Briefing(s), to include the PPPO provided or other approved Annual Security Refresher Briefing method for cleared and uncleaned personnel; 4) Security Clearance Termination Briefing(s); and 5) Supplemental Security Awareness Information/Material; • Notify OSC of personnel delinquent training requirements; and • Curtail access for non-compliant personnel with notification. <p>OSC shall:</p> <ul style="list-style-type: none"> • Support the development of Security awareness policies and procedures; and provide concurrence, and implement applicable requirements; • Maintain compliance with all ISS Security Awareness policies, plans, and procedures; • Ensure personnel complete all mandatory training; and • Ensure all personnel receive required information, security awareness bulletins, and articles, as distributed by the ISS Contractor. 							
<p>Funding for Services: S&S Awareness services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S Awareness			Mandatory		The ISS is the only authorized service provider for this service.		
Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor

0038	Safeguards & Security - Physical Protection	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Physical Protection Programs support the protection of government property as well as accountable quantities of nuclear material and Special Nuclear Material (SNM) and classified matter and information. The program is maintained in accordance with the requirements of DOE Order 473.1, <i>Physical Protection Program</i>.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide guidance and requirements for the security design of facilities (such as Category III SNM locations, radiological/chemical/biological sabotage targets, and classified matter and information); • Coordinate to ensure compliant installation and maintenance of security systems for all facilities with significant safeguard and security assets; • Provide performance testing, intrusion detection assessments, entry/access control assessments; and Provide and administer a program for physical security lock and key program (Level 1, 2, and 3 locks and keys). <p>OSC shall:</p> <ul style="list-style-type: none"> • Work to develop mutually agreed upon schedules and provide information regarding physical and operational changes ahead of configurations for any changes that may affect physical security; • Request security lock and key services; • Allow access to facilities for ISS to provide services; • Responsible for distribution and collection of any security level locks and keys assigned under the ISS program; and • Provide input to programs and policies as required/requested and comply with the Physical Protection Program. 							
<p>Funding for Services: Physical protection services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: Physical Security Services supporting special mission requests are unit billed. OSC shall bear the costs of physical security upgrades.</p>							
Service			Service Type		Clarifications		
S&S Physical Protection Services			Mandatory		The ISS Contractor is the only authorized provider of this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0039	Safeguards & Security – Information Security (INFOSEC)	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide Information Security Program that includes OPSEC and CMPC.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Nominate a qualified Contractor Classification Officer for ultimate appointment by DOE Office of Classifications Director to administer the Classification and Declassification Program for PAD contractors; • Classification Officer appoints Technical Information Officer to perform public release reviews, as appropriate; • Provide training and approval for Derivative Classifiers and Reviewing Officials; • Implement a site-wide program for INFOSEC; • Provide the Annual Site OPSEC Threat Assessment and prepare the annual OPSEC Plan; • Provide trained and authorized personnel to conduct inquiries for incidents of security concern (IOSC), including reporting IOSC into official database; and • Identify site facilities that require Technical Surveillance and Countermeasures (TSCM) Services. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the requirements of the Information Security program; • Nominate a sufficient number of Derivative Classifiers, Reviewing Officials, and Technical Information Officers (who shall be trained and approved by ISS) to accomplish scope; • Implement and support the OPSEC Program (e.g., participate in working/awareness groups, provide support to assessments, support preparation of the annual plan, etc.); • Support the Annual Site OPSEC Threat Assessment; • Maintain an updated list of security containers, locations, and custodians; and • Provide assistance and support to include facility access as needed to implement IOSC Program. 							
<p>Funding for Services: S&S INFOSEC services are funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S INFOSEC Services			Mandatory		The ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0040	Safeguards & Security – Personnel Security (PERSEC)	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide a Personnel Security Program in accordance with DOE O 472.2, <i>Personnel Security</i>.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies, implementing plans and procedures, and execution of the Personnel Security Program; • Process and issue all security badges to include local site specific only (LSSO) badges (i.e., requesting, obtaining, maintaining, downgrading and terminating security badges and clearances); • Ensure annual, comprehensive, and termination briefings are conducted; and • Review of each requested clearance action to ensure adequate information is provided. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the site policies, implementing plans and procedures of the Personnel Security Program (e.g., drug screens, suitability for employment, DOE EQUIP) and other requirements of the Personnel Security Program; • Responsible for requesting clearance and providing necessary paperwork including adequate justification pursuant to ISS procedures; • Ensure annual, comprehensive, and termination briefings are completed; and • Provide proper and timely notification of HR/Legal personnel actions. 							
<p>Funding for Services: S&S PERSEC services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S PERSEC Services			Mandatory		The ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0041	Safeguards & Security – Foreign Visits and Assignments (FVAs)	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: The Unclassified Foreign National Access Program in accordance with DOE O 142.3, <i>Unclassified Foreign National Access Program</i>.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies, implementing plans and procedures governing the FVA Program; • Process Security Plans for foreign visitors, coordinate FVA requests, and submit for approval; and • Train foreign nationals and their sponsors on site access and other procedures. <p>OSC shall:</p> <ul style="list-style-type: none"> • Comply with the site policies, implementing plans and procedures of the FVA Program; • Notify ISS of potential foreign visitor or assignment; and • Prepare and submit security plans to ISS for processing of the visit/assignment. 							
<p>Funding for Services: S&S FVA services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
S&S FVA Services			Mandatory		The ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0042	Export Control Information (ECI) Program	Service/ Information	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Implement an ECI Program (inclusive of all site contractor and DOE activities) to comply with export control policies for applicable activities such as procurement, property transfers, and waste disposition.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Issue and maintain site policies and implementing plans, and procedures for the ECI Program; • Provides training for site contractors on applicable implementing plans and procedures, technical assistance and serves as a subject matter expert in this area; • Coordinate to develop mutually agreed upon schedules for ECI reviews; and • Perform assessments of the effectiveness of the site-wide ECI Program. <p>OSC shall:</p> <ul style="list-style-type: none"> • Implement and comply with ECI policies, plans, and procedures, as applicable; • Ensure training is completed for required individuals in accordance with implementing plans and procedures; • Provide information needed for determinations and work to develop mutually agreed upon schedules for ECI reviews; and • Provide access and information as needed to facilitate program assessments. 							
<p>Funding for Services: ECI Program services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
ECI Program			Mandatory		The ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0043	Telephone Services	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Telephone services function consists of the site landline telephone exchange activities that encompass voice, data, special circuits, and 911 support. Does not include Telephone Services for the DUF6 Conversion Facilities footprint.</p> <p>Service is also provided to the following facilities: offsite Emergency Operations Center Kevil Rudolph Building 951 Kentucky Ave Kevil; PGDP Site5600 Hobbs Road Kevil-Ky T1 Services; PBX Modem line; JIC (200 Hardy Roberts Drive, West Paducah 270-744-0442 and 270-744-0719; PGDP service/dedicated outbound 270-441-6677; Fuel Station; and C-613 Sedimentation Basin; 5600 Hobbs Road.</p>							
<p>PAD ISS shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for telephone services including operating instructions/procedures; • Maintains and operates the PAD administration/PBX telephone system and all associated equipment (including telephones); and • Perform maintenance and repair of all installed communication lines up to and including the end user receptacle for all buildings assigned to the D&R or ISS contractor. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for telephone services; • Utilize the system in accordance with ISS instructions/procedures; • Request and coordinate with ISS for services, including installation of additional service lines if needed; • Allow access to facilities for services; and • Interface and provide feedback on system capabilities/availability. 							
<p>Funding for Services: Telephone services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service		Service Type		Clarifications			
Telephone Services		Mandatory (with exception of OSMS)		The ISS is the only authorized provider of landline telephone services via the PAD PBX system.			
Telephone Services		Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0044	Mobile Devices	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input

Service Description:
 Provide Mobile Device Management (MDM) Services and approved cellular devices, e.g., tablets, hot spot devices associated with connecting to the ISS GDP General Support System (GSS).

- PAD ISS Contractor shall:
- Establish, in conjunction with OSC, a services agreement for mobile device services and re-evaluate service needs on a quarterly basis;
 - Provides devices; and
 - Develop and maintain user agreements/procedures for devices.
- OSC shall:
- Establish, in conjunction with ISS, a services agreement for mobile device services;
 - Obtain all services and mobile devices from ISS required to access GDP GSS; and
 - Use devices in accordance with ISS procedures.

Funding for Services:
 Mobile device services are direct funded under the ISS Contract.

Unit Billed Services:
 None

	Service Type	Clarifications
Mobile Devices	Mandatory	The ISS Contractor is the only authorized provider for this service. OSC can acquire their own mobile devices; however, any mobile devices expected to be connected to the ISS GDP GSS network shall be obtained through the ISS Contractor
Mobile Devices	Optional for OSMS	If desired, OSMS may enter into a work authorization with the ISS for this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
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0045	General Support System Services (Network Communication) and Applications Deployment	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input
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Service Description:

The GDP GSS network infrastructure that supports the data processing needs includes the Local Area Networks (LANs) (including VOIP) and Wireless Local Area Networks (WLANs). This service also consists of data center requirements to include: primary computing facility and backup computing facility, and IT storage services (digital storage and hardware storage). Provide a standalone National Security Systems (NSS).

Provide separate internet service for the following facilities: JPIC 200 Hardy Roberts Drive, West Paducah; Rudolph Building 951 Kentucky Ave Kevil; and C-100 Second Floor DOE Area.

Note: The separate GSS for the DUF6 Conversion Facilities footprint is not covered under this service.

PAD ISS Contractor shall:

- Establish, in conjunction with OSC, a services agreement for GDP GSS services;
- Establish requirements for connection to the ISS network and NSS;
- Provide the following ISS network infrastructure services:
 - administration, management, and maintenance;
 - internet support service;
 - data center facility;
 - technology support for hardware and software;
 - training for networking;
 - user account creation and management;
 - email server administration and support;
 - provides, installs, set-up, and maintains computers (desktops and thin clients);
 - performs maintenance and repair of all onsite installed data/communication lines, including switches or routers, up to and including the end users (onsite) receptacle (jack);
 - provide network customer service and helpdesk support;
 - provides network file storage to ensure sufficient capacities are allocated to user organizations; and
 - supports remote access for personnel (such as VMware access, does not include equipment for remote personnel).
- Provides application management services to ensure efficient and appropriate deployment of network applications;
- Provides core software (e.g., Adobe Acrobat DC/Reader, Chrome, Entrust, Firefox, Microsoft Office (Word, Excel, PowerPoint, Outlook, Access, Outlook), SharePoint, Skype); and
- Coordinate with OSC to address requests for additional services.

OSC shall:

- Establish, in conjunction with ISS, a services agreement for GDP GSS services;
- Comply with all requirements for connectivity to the network defined by the ISS;
- Complete all necessary training;
- Provide input and feedback to standards updates;

- Interface and coordinate with ISS on proposed changes;
- Provide new installation of data wiring and additional system requirements to support its operations;
- Make requests for additional services beyond direct funded service level, as applicable.
- Purchase of specialty hardware/software/development of non-enterprise applications to be connected to the GSS;
- Meet ISS requirements for specialty applications and provide to ISS to be loaded onto the GSS;
- Responsible for ensuring any specialty software meets software quality assurance requirements, and
- Coordinate permissions for user access to its specific specialty software/applications.

Funding for Services:
 ISS GDP GSS network is direct funded.

Unit Billed Services:
 None

Service	Service Type	Clarifications
General Support System Services and Applications Deployment	Mandatory (with exception of OSMS)	Physical and virtual file servers, initial or refreshed, supporting the infrastructure and shared application file servers will be provided by the ISS Contractor. OSC can acquire their own computing devices, however, any devices expected to be connected to the ISS network shall be obtained through the ISS Contractor.
General Support System Services and Applications Deployment	Optional for OSMS	If desired, OSMS may enter into a work authorization with the ISS for this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0046	Cyber Security Program	Service	Receive service and provide input	Receive service and provide input	Provide service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: The Cyber Security Program provides management, coordination, and expertise for areas related to information assurance (“cyber” or “cyber security”) for government-owned systems, including General Support Systems. These systems also identify and protect classified, unclassified, and sensitive information generated, processed, and stored. The cyber security program is aligned with the National Institute of Standards and Technology (NIST) Risk Management Framework (RMF).</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Manage the PPPO Cyber Security Program for all DOE Prime Contractors and their subcontractors at PPPO sites; • Develop and obtain concurrence from OSC on the System Security Plans; • Provide all Cyber Security-related policies, plans, and procedures; • Manage and coordinate the information system authorization process (Authorization to Operate (ATO)) in coordination with external entities performing assessment activities; • Manage the continuous monitoring process in coordination with external entities performing assessment activities; • Perform cyber security incident investigation, analysis, and response coordination between internal and external entities; and • Perform vulnerability management activities such as identification, analysis, and establishing priority for remediation. <p>OSC shall:</p> <ul style="list-style-type: none"> • Review and concur on applicable System Security Plan; • Comply with Cyber Security Policies, plans, and procedures provided by the PAD ISS contractor; • Develop implementing information technology procedures for Cyber Security policies, plans, and procedures provided by the PAD ISS contractor; • Coordinate with the PAD ISS contractor when information system authorization services (ATO) are required; • Coordinate with the PAD ISS contractor during information system continuous monitoring activities; and • Remediate vulnerabilities in mission applications and systems based on a priority established by the PAD ISS contractor. 							
<p>Funding for Services: Cyber Security services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Cyber Security services are direct funded under the ISS Contract.			Mandatory		The PAD ISS Contractor is the only authorized provider for the Cyber Security Program.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0047	Cyber Security – Supply Chain Services	Service	Receive service and provide input	Receive service and provide input	Provide service and provide input	Receive service and provide input	Receive service and provide input
<p>Service Description: Cyber security supply chain analysis is critical in ensuring the confidentiality, integrity, and availability of mission applications, information, and information systems under the Contractor’s cognizance. The cyber security supply chain analysis process is implemented by the contractor following applicable requirements from the National Institute of Standards and Technology, Department of Energy Orders, the Environmental Management Cyber Security Program Plan, and the Portsmouth/Paducah Project Office Cyber Security Program Plan.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> Establish, in conjunction with OSC, a service agreement for Cyber Security – Supply Chain services, allowing for sufficient time for Headquarters analysis for the software and organizations involved; and Process requests from OSC and coordinate detailed supply chain analysis with the Federal Office, Counterintelligence, and Headquarters elements, and provide response to OSC. <p>OSC shall:</p> <ul style="list-style-type: none"> Establish, in conjunction with PAD ISS, a service agreement for Cyber Security – Supply Chain services; Implement a local program to analyze publicly available cyber security related supply chain information related to hardware and software that is a component of a mission application or site information system; and Responsible for working with PAD ISS to develop mutually agreed upon schedules. 							
<p>Funding for Services: Cyber Security services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Cyber Security services are direct funded under the ISS Contract.			Mandatory		The PAD ISS Contractor is the only authorized provider for Cyber Security – Supply Chain Services.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0048	GDP GSS Copier Services	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide copier and printer hardware and supplies for the ISS GDP GSS. OSMS DUF6 Conversion Facilities currently operate from a separate GSS network.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide, install, set-up, and maintain hardware (e.g., printer, plotters, copiers) connected to the GSS; • Provide toner, ink, paper, and other consumables; and • Coordinate with OSC for drop-off of paper. <p>OSC shall:</p> <ul style="list-style-type: none"> • OSC coordinate with the ISS Contractor for any hardware (e.g., printers, plotters, copiers) connected to the GSS; • Request services as needed and provide estimate of toner, ink, paper, and other consumables; and • Identify a point of contact and drop-off location(s) for consumable delivery. 							
<p>Funding for Services: Copier Services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Copier Services			Mandatory (with exception of OSMS)		The ISS is the only authorized service provider of this service for the ISS GDP GSS.		
Copier Services			Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0049	Relocation Services (Office Moves)	Service	NA	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Relocation of office furnishings and equipment associated with personnel moves for D&R Contractor personnel.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide relocation of office furnishings and equipment to include, but not limited to, coordination with site services (e.g., office set-ups, office key, janitorial services, etc.); • Provide minor and miscellaneous furniture moving and fixture installation, removal or adjustment (e.g., hanging a white board, installing a keyboard tray under a desk, replacing a bookcase or file cabinet) of furniture; and • Track service hours provided. <p>OSC shall:</p> <ul style="list-style-type: none"> • Request relocation services and establish mutually agreed move schedule; • Allow access to facilities for relocation services; • Coordinate for the provision of relocation services; • Ensure the personnel being relocated are prepared (e.g.; loose items packaged in box, furniture cleared, shelving emptied) for the move; and • Coordinate to track usage. 							
<p>Funding for Services: The ISS Contractor is direct funded for up to 500 direct labor hours annually (ISS Contract year) for office moves. Requests for additional services requires DOE approval.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Relocation Services			Mandatory		Coordination and movement of computer/printing equipment is covered under GSS network services.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0050	Radiological Instrumentation	Service	NA	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Calibrate, maintain, and perform repairs for personnel and environmental monitoring and surveying equipment assigned to other site contractors per the requirements of 10 Code of Federal Regulations § 835, <i>Occupational Radiation Protection</i>, and DOE Order 458.1, <i>Radiation Protection of the Public and the Environment</i>.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Calibrate radiological instrumentation; and • Maintain and repair radiological instrumentation. <p>OSC shall:</p> <ul style="list-style-type: none"> • Provide feedback on operational needs; • For portable equipment, the user will drop-off and pick-up equipment at the ISS's on-site facility; • Responsible for working with ISS to develop mutually agreed upon schedules; • For fixed equipment in field, the user will coordinate access and service with ISS; and • Upon approval by CO, replace equipment which is not economically repairable or purchase of additional inventory. 							
<p>Funding for Services: The ISS Contractor is direct funded for up to 900 calibrations and 700 repairs per year. Requests for additional services will require DOE approval. Purchase of additional inventory is the responsibility of the OSC.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Radiological Instrumentation			Mandatory				

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0051	Dosimetry Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input

Service Description:

Provide an internal and external dosimetry service that meets the requirements of the National Voluntary Laboratory Accreditation Program and DOE Laboratory Accreditation Program.

PAD ISS shall:

- Establish, in conjunction with OSC, a services agreement for dosimetry services;
- Provide and analyze thermoluminescent dosimeters (TLDs) and personal nuclear accident dosimeters (PNADS);
- Coordinates bioassay collection and analysis; and
- Provide results of TLD analysis to individual.

OSC shall:

- Establish, in conjunction with OSMS, a services agreement for dosimetry services;
- Identify personnel requiring dosimetry services and request service; and
- Identify needed bioassay monitoring needs.

Funding for Services:

The ISS Contractor is direct funded for:

Organization	Dosimetry	PNAD	Bioassay
D&R	950 Active Personnel Annual Change-outs	400 Annual Change-outs	1,100 tests/year
OSMS PAD	275 Active Personnel 40 Visitors Quarterly Change-outs	N/A	100 tests/quarter

Requests for additional services above those listed above requires DOE approval.

Unit Billed Services:

None

Service	Service Type	Clarifications
Dosimetry Services	Mandatory	The PAD ISS Contractor is the only authorized provider for this service.

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0052	Real and Personal Property Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide site-wide coordination for development of the annual submittal of the rolling Five-Year Site Plan. Provide for identification of high risk property and guidance for disposition of high risk excess property.</p>							
<p>PAD ISS shall:</p> <ul style="list-style-type: none"> • Coordinate with OSC for the preparation and submittal of the annual rolling Five Year Site Plan with input from other site contractors; • Coordinate with OSC for the preparation and submittal of the Site Sustainability Plan with input from other site contractors; • Act as the lead for excess of property; • Act as the lead for FIMS; and • Coordinate and provide identification and disposition guidance support for high risk Government owned personal property. <p>OSC shall:</p> <ul style="list-style-type: none"> • Provide input to development of the Five-Year Site plan and Site Sustainability Plan; • Responsible for characterization and coordinating with ISS contractor for potential high risk property reviews and for guidance on disposition of high risk excess property; • Input data into FIMS and support annual FIMS data verification; and • Perform all sampling, surveys, reports/documentation, CERCLA, and other actions necessary to support and perform property transfers. 							
<p>Funding for Services: Real and Personal Property services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Real and Personal Property Services			Mandatory				

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0053	Custodial Services	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provides custodial service for facilities indicated in the Site Facility Responsibility Matrix, Section J, Attachment 7.</p>							
<p>PAD ISS shall:</p> <ul style="list-style-type: none"> • Provide services including trash collection, general cleaning, vacuuming, sweeping/ mopping, sanitary waste pick-up, and restroom cleaning per provider's contract; and • Obtain facility specific training for access. <p>OSC shall:</p> <ul style="list-style-type: none"> • Coordinate for the provision of services and obtain mutually agreed upon schedules; • Allow access to facilities for services; and • Ensure facility specific training is complete prior to granting access. 							
<p>Direct Funded Services: ISS Custodial Services are direct funded.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Custodial Services			Mandatory				
Custodial Services			Optional for OSMS		If desired, OSMS may enter into a work authorization with the ISS for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0054	Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Vegetation Control	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input

Service Description:

Perform maintenance and repair of roadways, parking areas, grounds, and non-security fencing as assigned in the Facility Responsibility Matrix in Section J, Attachment 7.

Note: This service excludes active construction areas (e.g.; demolition boundaries and excavation boundaries).

PAD ISS Contractor shall:

- Inspect, schedule, maintain and repair roadways (including bridges), surfaced areas, and support facilities. This includes paved and unpaved roads, streets, parking lots, sidewalks, recreational areas, erosion control, drainage systems and related areas, and associated structures and appurtenances at the PGDP;
- Develop and obtain concurrence from other site contractors on the Snow and Ice Removal Plan;
- Provides snow and ice removal and treatment for roads, parking lots, and sidewalks (e.g., entrances, steps, landings, sidewalks, driveways, roadways, parking areas, and handicapped accessibility areas);
- Performs, interfaces and coordinates with others on providing grounds maintenance, including grass cutting, edging, grass trimming, removing leaves, inspecting, and performing minor repairs;
- Maintains outfalls, ditches, and waterways free from obstructions (including removal of debris and beaver dams);
- Provides pest control (e.g., control of ticks, chiggers, ants, wasps, spiders, mice, and rats) for buildings, trailers, and other structures and facilities specified in the Site Facility Responsibility Matrix and for all assigned grounds areas;
- Provides for grounds removal of nuisance animals and dead animals;
- Coordinate with others on activities at the site that impact others use of assets such as road and parking lot closures; and
- Provides vegetation control (trimming, spraying) on areas adjacent to paved, gravel and earth roads, and yards (including railway).

OSC shall:

- Identify and report observed deficiencies;
- Coordinate for the provision of services with mutually agreed upon schedules, and provide access and training/briefings, as needed;
- Responsible for facility and area signage for assigned facilities;
- Review and concur on Site Snow and Ice Removal Plan;
- Coordinate on potential conflicts for grounds maintenance and maintenance activities in outfalls, ditches, railway, and waterways;
- OSC are responsible for facility safety basis compliance (e.g., related to fire danger from adjacent vegetation);
- Provides for pest control of assigned facilities as designated in the Facility Responsibility Matrix (Section J Attachment 7); and

<ul style="list-style-type: none"> Communicate potential conflicts with road and parking lot closures. 		
<p>Direct Funded Services: Services are direct funded under the ISS Contract.</p>		
<p>Unit Billed Services: Additional services can be coordinated for special request services, e.g., additional mowing events, vegetation control in non-maintained areas.</p>		
Service	Service Type	Clarifications
Roads, Parking Lots, Grounds Areas, Fencing (non-security) Maintenance, and Vegetation Control	Mandatory	

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0055	Railroad Services	Service	Optional	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Inspect and maintain D&R assigned rail system at PAD. Includes all rail with the exception of Track 1W, Track 1 (from demarcation point with Paducah Louisville to Track DUF6), Track DUF6 and Tracks DUF6 A, B, D and F.</p>							
<p>PAD ISS shall:</p> <ul style="list-style-type: none"> • Maintain and inspect the Rail System as required; • Maintain active track at a Class II level including, but not limited to, rails, ties, and rail bed, consistent with Federal Railroad Administration regulation; • Maintain railroad and road intersections to ensure safety of vehicles crossing the intersection; and • Provide planning as required. <p>OSC shall:</p> <ul style="list-style-type: none"> • Coordinate for the provision of services; • Identify and report observed deficiencies; • Responsible for working with ISS to develop mutually agreed upon schedules; • Interface with ISS on rail usage and maintenance and repair needs; • Coordinates with other contractors prior to and during any on-site rail movements; and • Coordinate with site rail users, projects, and offsite entities prior to and during onsite/offsite rail movements including placement of flaggers at railroad crossings (at unguarded crossings or when out of service), taking proper security actions and making the proper site notifications. 							
<p>Direct Funded Services: Railroad Services are direct funded through ISS contract.</p>							
<p>Unit Billed Services: Rail System maintenance, repair, and upgrades for OSC assigned rail sections, or to upgrade inactive rail to meet OSC project needs will be unit billed.</p>							
Service		Service Type			Clarifications		
Railroad Services		Mandatory					
Railroad Services		Optional for OSMS			If desired, OSMS may enter into a work authorization with the ISS for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0056	Records Management Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Operate and maintain the Records Management Center and electronic document system to maintain safe, compliant storage of all records (archived, newly generated, and received).</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a services agreement for records management services; • Develop, integrate, and implement a Records Management Program; • Maintain and administer sites Electronic Records Management System (ERMS); • Provide search and retrieval for records requests; and • Coordinates with OSC on required radiological protection and survey needs for potentially contaminated records. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a services agreement for records management services; • Develop contractors internal Records Management Program consistent with the requirements of the ISS Records Program; • Turnover electronic records to ISS regularly through applicable ERMS interface (e.g., SharePoint Gimmel, or Documentum) meeting ISS quality control requirements; <ul style="list-style-type: none"> ○ Including turnover of legacy records in electronic format for final disposition (excluding the OSMS legacy records); • Request records as needed; and • Provides radiological protection and survey needs for potentially contaminated records, including for records disposition. 							
<p>Direct Funded Services: Records Management services are direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Records Management services			Mandatory		OSC is responsible for maintaining its records through established requirements.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0057	Environmental Information Center Operations	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Operate and maintain the Paducah Environmental Information Center (EIC) in compliance with applicable requirements including CERCLA, National Environmental Policy Act (NEPA), and Resource Conservation and Recovery Act (RCRA) to provide public access of PAD documents.</p>							
<p>PAD ISS shall:</p> <ul style="list-style-type: none"> Maintain the applicable PAD Administrative Records; and Operate and maintains the EIC and the Online Document Repository which provides public access to regulatory documents and reports within the Administrative Records. <p>OSC shall:</p> <ul style="list-style-type: none"> Identify and submit documents regularly for placement in the Paducah EIC/Administrative Records meeting ISS requirements. 							
<p>Direct Funded Services: Environmental Information Center Operations are direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Environmental Information Center Operations			Mandatory		The PAD ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0058	Training Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Training Services provides support, curriculum, and training delivery to contractor and subcontractor personnel of select courses.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> Provides training in the areas of Consolidated Annual Training, and Mandatory training including: GET, Security/Cyber Security, Annual Cyber Security Training, Unclassified Controlled Information, Active Shooter, Classified Matter, Cyber Security Remedial Training, Comprehensive Security Briefing, Refresher, Radworker Site Specific (Initial), Radworker Site Specific (Refresher), Radworker Academics (Initial), Radworker Academics (Refresher), Radworker II Practicals (Initial), Radworker II Practicals (Refresher), Fire Extinguisher, Privacy Awareness, Derivative Classifier; and Coordinate review and concurrence of training content with OSC of provided training. <p>OSC shall:</p> <ul style="list-style-type: none"> Review and concur on content of ISS training modules; Coordinate with ISS Contractor by providing list of personnel and forecast of upcoming training needs; Comply with site-wide training requirements; Ensure all personnel complete mandatory training; Track training status and notify personnel of training needs; and Provide other required training to personnel, as needed. 							
<p>Direct Funded Services: Training services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: Optional Service would be billed to OSC.</p>							
Service		Service Type		Clarifications			
Training Services		Mandatory		The PAD ISS Contractor is the only authorized provider for this service.			
Optional Training		Optional		OSC may contract with the ISS Contractor to develop and provide additional (non-standardized) training courses.			

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0059	On-Site Fueling Service	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Manage and operate on-site refueling capability.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Provide on-site refueling capability through on-site fueling stations and develop and share procedures with OSC; and • Invoice for the cost of fuel on first-in-first-out (FIFO) cost basis to each user. <p>OSC shall:</p> <ul style="list-style-type: none"> • Utilize systems in accordance with the ISS procedures; • Identify and report observed deficiencies; and • Reimburse for fuel usage on a FIFO cost basis upon receipt of a valid invoice. 							
<p>Direct Funded Services: On-Site Fueling Services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: Invoiced for fuel used.</p>							
Service			Service Type		Clarifications		
On-Site Fueling Service			Optional		The PAD ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0060	Energy Employees Occupational Injury Compensation Program Act (EEOICPA) Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
Service Description: EEOICPA search and response services.							
PAD ISS Contractor shall: <ul style="list-style-type: none"> Conduct search and retrieval services when requested for EEOICPA claims. OSC shall: <ul style="list-style-type: none"> Request records searches from ISS when needed to process EEOICPA claims. 							
Direct Funded Services: EEOICPA Services is direct funded through the ISS Contract.							
Unit Billed Services: None							
Service			Service Type		Clarifications		
EEOIPA Services			Mandatory				

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0061	Mail Services	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Provide mail pick-up and drop-off from the U.S. Post Office.</p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with OSC, a service agreement for mail services; • Deliver incoming mail to a central point and pick-up outgoing mail for the U.S. Postal Service; • Pick-up and deliver from the local U.S. Post Office, twice daily in accordance with the dates and times in the services agreement; • Notify and coordinate with an identified point of contact to ensure delivery of certified mail; • Deliver intra office mail to OSMS; and • Operate and maintain the PAD Central mailroom (central repository), which includes processing and tracking classified mail. <p>OSC shall:</p> <ul style="list-style-type: none"> • Establish, in conjunction with ISS, a service agreement for mail services; • Drop-off outgoing and pick-up incoming mail at the central point; • Provide administrative staff responsible for mail distribution within its facility; and • Identify a point of contact for and coordinate for receipt of certified mail. 							
<p>Direct Funded Services: Mail Services is direct funded through the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Mail Services			Mandatory		OSC are responsible for their own premium mailing or package services, such as Federal Express, United Parcel Service (UPS), etc.; and outgoing US Mail postage.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0062	Offsite Providers for Utilities	Service	Receive service and provide input	NA	Provide service and receive input	NA	Receive service and provide input
<p>Service Description: Establish and maintain contracts with utility providers to provide service to specified facilities see Table 1. <i>Table for Offsite Providers for Utilities Service.</i></p>							
<p>PAD ISS Contractor shall:</p> <ul style="list-style-type: none"> • Ensure utilities are provided from independent utility providers at specified facilities; and • Coordinate services between the independent utilities and end users. <p>OSC shall:</p> <ul style="list-style-type: none"> • Notify provider of service interruptions; • Responsible for working with ISS to develop mutually agreed upon schedules when needed; and • Track and identify power needs of its assigned facilities for purchase of power. 							
<p>Direct Funded Services: Utilities Services are direct funded under the ISS Contract.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Offsite Providers for Utilities			Mandatory		The ISS Contractor is the only authorized provider for this service.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0063	Environmental Monitoring and Site Permits	Service / Information	Receive service and provide input	NA	Receive service and provide input	NA	Provide service and receive input
<p>Service Description: Perform site-wide environmental monitoring and coordination for submittal of environmental reports. Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties will be paid by the responsible Site Contractor, if the Contractor's operations resulted in fines or penalties.</p>							
<p>D&R Contractor shall:</p> <ul style="list-style-type: none"> • Collect, analyze, and evaluate environmental monitoring data for the development of site-wide environmental reporting, including the Environmental Monitoring Plan, Annual Site Environmental Report, Annual National Emissions Standards for Hazardous Air Pollutant(s) report, Annual Compliance Agreement Report, and Annual Groundwater Report; • Compile and submit the Annual Hazardous Chemical Inventory Report (Emergency Planning and Community Right-to-Know Act (EPCRA) 311-312) and Annual Toxic Chemical Release Inventory Report (EPCRA 313) with OSC input; • Coordinate with OSC to ensure the appropriate information is included for OSC portions of the reports; • Receive input from and seek concurrence/certification from other site contractors on permit activities for site-wide environmental areas identified; • Manage and conduct environmental monitoring services both on-site and off-site of air, soils, and water; and • Provide processing of Solid Waste Management Unit (SWMU) Notifications with regulatory agencies; <p>OSC shall:</p> <ul style="list-style-type: none"> • Obtain and manage any necessary permits and provide copies to the D&R Contractor; • Provide input and project/facility specific data for site-wide environmental reports by the requested date such that deliverable dates are met; • Notify D&R Contractor during planning phase of any new or changing processes or operations that may impact permit requirements; • Provide notification of expected work in SWMU within 30 days of planned project start; and • Provide access to facilities/areas requiring monitoring/sampling. 							
<p>Direct Funded Services: Site-wide environmental monitoring services are direct funded.</p>							
<p>Unit Billed Services:</p>							
Service			Service Type		Clarifications		
Environmental Monitoring and Site Permits			Mandatory		The D&R Contractor is the only authorized provider for this service. OSMS is responsible for any required permits associated with their work activities. At Paducah, the OSMS and D&R will be co-permittees for Outfalls 004, 008, 013, and 017.		

Service Number	Service Title	Interface Type	OSMS Contractor	PORTS ISS Contractor	PAD ISS Contractor	PORTS D&D Contractor	PAD D&R Contractor
0064	Disposition of Waste	Service / Information	NA	NA	Receive service and provide input	NA	Provide service and receive input
<p>Service Description: The service includes management of waste generated during S&M and Infrastructure activities.</p>							
<p>PAD D&R Contractor shall:</p> <ul style="list-style-type: none"> Provides final characterization, packaging, labeling, and final disposition of all acceptable waste (e.g., not sanitary waste). <p>OSC shall:</p> <ul style="list-style-type: none"> Coordinate with D&R for storage, treatment, and disposal of non-sanitary generated waste. 							
<p>Direct Funded Services: Waste services are direct funded.</p>							
<p>Unit Billed Services: None</p>							
Service			Service Type		Clarifications		
Waste Services			Mandatory		The PAD D&R Contractor is the only authorized provider of this service.		

Table 1. Table for Offsite Providers for Utilities Service.

Type of Utilities	Vendor	Location/FIMS
Electric	Century Link	DS-3 Loop
Electric	Kentucky Utilities	C755-N Parking area (NA McCaw Road)
Electric	Kentucky Utilities	C-755- Complex Trailer T26
Electric	Kentucky Utilities	C-755- Complex Trailer T27
Electric	Kentucky Utilities	C-755- Complex Trailer T28
Electric	Kentucky Utilities	Northeast Plume Containment System Alternative Treatment Unit C-765
Electric	Kentucky Utilities	Northeast Plume Containment System Alternative Treatment Unit C-765-A
Electric	Kentucky Utilities	C-103 (Hobbs Road)
Electric	Kentucky Utilities	Public Warning Sirens B1/B2 (McCaw/Kelley Rd)
Electric	Kentucky Utilities	Offsite Emergency Operations Center Kevil Rudolph Building 951 Kentucky Ave Kevil
Electric	Kentucky Utilities	C-208 Firing Range
Electric	Jackson Purchase	Public Warning Sirens A1/A2 (KOW/Rice Springs Rd)
Electric	Jackson Purchase	Public Warning Sirens D1 (Hwy 358/W. Boone)
Electric	Jackson Purchase	Public Warning Sirens C1/C2 (Hwy 358)
Electric	Jackson Purchase	Public Warning Sirens D2 (Rice Springs Road)
Electric	Jackson Purchase	Entrance Sign (Woodville/Hobbs Road Caution Light)
Electric	Jackson Purchase	Boldry School Road (Tanks at C-746-U Landfill)
Electric	Jackson Purchase	Landfill Ogden Landing C-746-U1
Electric	Jackson Purchase	Landfill Gate Operator C-746-U
Electric	Jackson Purchase	Leachate Treatment Building C-746-U3
Electric	Jackson Purchase	Leachate Coll-PO—02242 C-746-U3
Electric	Jackson Purchase	NE Plume Pump C-614
Electric	Jackson Purchase	Access Road Lights (Hobbs Rd to Plant)
Electric	Jackson Purchase	C-104 (5600 Hobbs Rd)
Natural Gas	New Commonwealth Natural Gas	Offsite Emergency Operations Center Kevil Rudolph Building 951 Kentucky Ave Kevil
Propane	Amerigas	C-104 (5505 Hobbs Road)
Water	West McCracken Water	Landfill Ogden Landing
Water	West McCracken Water	C-104
Water	West McCracken Water	Billing Register for DOE Water Policy*
Water	City of Kevil Water	Offsite Emergency Operations Center Kevil Rudolph Building 951 Kentucky Ave Kevil
Cell Phones	Verizon	Deactivation and Remediation Contractor
Telephone/Internet	Ballard Telephone Coop.	Offsite Emergency Operations Center Kevil Rudolph Building 951 Kentucky Ave

Type of Utilities	Vendor	Location/FIMS
		Kevil
Telephone	AT&T Club Service	PGDP Site 5600 Hobbs Road Kevil-KY T1 Services
Telephone	AT&T Club Service	PBX Modem line
Telephone	AT&T Club Service	JIC (200 Hardy Roberts Drive, West Paducah) 270-744-0442
Telephone	AT&T Club Service	JIC (200 Hardy Roberts Drive, West Paducah) 270-744-0719
Telephone	AT&T Company	PGDP service/dedicated outbound 270-441-6677
Telephone	AT&T	Fuel Station
Telephone	AT&T	C-613 Sedimentation Basin
Telephone	AT&T	5600 Hobbs Road
Internet	Comcast	JIC 200 Hardy Roberts Drive, West Paducah
Internet	Comcast	Rudolph Building 951 Kentucky Ave Kevil
Internet	Paducah Power System	C-100 Second Floor DOE Area

*The Contractor shall also provide payment on DOE’s behalf for designated local residence water bills in accordance with the DOE Action Memorandum for the Water Policy at the Paducah Gaseous Diffusion Plant, DOE/OR/06-1201&D2. The Contractor will coordinate with the D&R Contractor for review of water policy related bills.

Performance Evaluation Management Plan

For

**Portsmouth / Paducah Project Office
Technical Support Services Contract**

**Enterprise Technical Assistance Services, Inc.
Contract No. 89303324DEM000120**

**Contract Period of Performance (including options)
April 1, 2025 – January 31, 2030**



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1. INTRODUCTION

The purpose of this Performance Evaluation and Measurement Plan (PEMP) is to motivate and reward good performance through monetary payments. The Award Fee component is designed to ensure safety, security, and environmental compliance requirements are not forgotten in the interest of achieving target cost and schedule. In addition, other areas to be incentivized under the PEMP include business systems (e.g. purchasing system, estimating system, Earned Value Management Systems (EVMS)), interactions with the US Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO), PPPO contractors, and environmental regulators. Performance Based Incentive (PBI) components are to incentivize earlier completion of scope and/or completion at a lower overall total cost. PBIs are linked to objectives to enhance performance.

2. FEE TYPES

a. AWARD FEE

The award fee serves as a tool to periodically measure the Contractor's performance on the contract and provides impetus for continuous improvement in areas other than milestones alone. The Contractor can earn award fee for performance under the contract, from a minimum of zero dollars to a maximum amount as stated in Section B of the contract. The detail on the amount of award fee available by evaluation period is located at Exhibit 1, *Fee Allocation by Evaluation Periods*. Changes to the available award fee will be made by modification to Section B of the contract. The PEMP will reflect the available award fee in Section B of the contract. Changes in the criteria or other administrative changes may be made unilaterally by DOE with adequate notification to the Contractor.

Under the Award Fee provisions, DOE may evaluate the Contractor on any or all areas of performance. A significant element of any award fee evaluation is the Contractor's demonstrated performance in meeting or exceeding the Performance Work Statement requirements.

This PEMP is the basis for the Government's evaluation of the Contractor's performance under the contract, and for presenting an assessment of that performance to the Fee Determining Official (FDO). The exhibits to this plan describe the procedures to be used in assessing the Contractor's performance and in determining the amount of Award Fee earned in accordance with Section 6 of this PEMP. The Award Fee evaluation criteria and determinations are applicable only to the contract work authorized during the corresponding evaluation period.

Award Fee payments are provided to the Contractor through funding of the appropriate Contract Line Item Number (CLIN) and are in addition to any other payments under this contract. Category of Performance adjectival ratings pursuant to Federal Acquisition Regulation (FAR) 16.4, *Incentive Contracts*, are identified herein as Exhibit 2, *Award Fee*

Categories of Performance Rating Table, and are used to evaluate the subjective criteria. Award Fee determinations are unilateral decisions made solely at the discretion of the FDO, based upon input from the government performance evaluation board and in consideration of the Contractor's self-assessment data, if provided. Award Fee is considered earned in the evaluation period based on the FDO determination.

b. PERFORMANCE BASED INCENTIVES

PBIs serve to incentivize completion of scope earlier and/or at a lower overall total cost to the Government than reflected in the Annual Work Plan (AWP). PBIs are linked to objectives to enhance performance, but not at the expense of minimum acceptable performance in other areas.

The FDO shall evaluate the contractor's completion of PBI's against the pre-determined PBI completion criteria pursuant to FAR 16.4, *Incentive Contracts*. The FDO may consider partial payment of fee for partial completion of identified criteria in any PBI if any of the following apply: Circumstances completely beyond contractor's control have prevented successful completion of the PBI and such circumstances have been submitted/documentated in accordance with the PEMP; or demonstrated and substantiated benefit has been received from contractor performance efforts of specific PBI criteria.

The contractor's certificate of completion (provided below) shall be provided for each PBI and include associated documentation such as, acceptance/test reports, shipping manifest or other proof of completion. The DOE will perform a site walk-down to verify completion, as appropriate.

PBI Certification of Completion: The certificate of completion for each PBI shall include supporting documentation such as acceptance/test reports, shipping manifest or other proof of completion. The *Certification of Completion* shall be delivered to DOE for each PBI with the contractor's self-assessment. If the contractor determines that the *Certificate of Completion* submitted is incomplete or requires an update, the contractor shall immediately notify DOE and resubmit a revised *Certificate of Completion* along with the updated associated revised documentation attached. The certification may be executed by any person authorized to bind the contractor with respect to the following:

Certification of Completion

"I certify performance completion of PBI # _____. This certification of completion is made in good faith; the supporting data are accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the amount of fee for which the contractor believes is correct; and I am duly authorized to certify the PBI completion on behalf of the contractor."

Signature _____ Date _____

Title _____.

As determined by the FDO, with concurrence from the Head of Contracting Activity (HCA), PBIs may be considered earned in the period performed as defined by Contract Section H *Provisional Payment of Fee (Oct 2013) (AL-2014-02)*, paragraph (c), subparagraph (4) whereas “*earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract’s requirements entitling it to fee. Earned fee does not occur until the contractor has met all conditions stated in the contract for earning fee.*”

c. NOTIFICATION OF FEE BY CONTRACT MODIFICATION

The Contractor will be notified by contract modification of the total amount of fee earned and the amount of fee unearned in the period allowing the contractor to invoice the actual dollar amount of the determination minus the quarterly provisional fee payments.

3. RESPONSIBILITIES

Project Technical Monitors (PTM): PTMs usually have an area of expertise and will primarily focus their evaluations in these areas. In all cases, the government PTMs should be knowledgeable of the contractual requirements, periodically engage with the Contractor to assess performance accurately, and be knowledgeable on the evaluation process and criteria. As the initiators of the evaluation comments, the PTMs will: 1) gather data concerning the Contractor’s performance in their area of responsibility; 2) maintain written records of the Contractor’s performance against the criteria provided in this PEMP; and 3) provide written evaluation comments to the Contracting Officer Representative (COR) and/or Contracting Officer (CO) for each feedback cycle and at the end of each evaluation period. PTMs should discuss their evaluation findings with their Contractor counterparts as appropriate. The PTMs will use, at their discretion, evaluations and assessments from government officials in preparing their report on assigned areas. Additionally, performance monitors may periodically prepare reports for the Performance Evaluation Board (PEB) as requested.

Contracting Officer: The CO is to be the liaison between government and Contractor personnel. The CO will: 1) ensure that the entire Award Fee process is conducted according to the requirements in the contract and this PEMP; 2) contractually implement the Award Fee determinations of the FDO; and 3) notify the Contractor in writing of any changes in the PEMP, including evaluation criteria.

Performance Evaluation Board: The PEB is comprised of PPPO Procurement Director, Alternate Contracting Officer’s Representative’s (ACOR’s) and the Site Leads (Paducah Site Lead, Portsmouth Site Lead, and the DUF6 Program Manager), CO, and PPPO Attorney Advisor. The CO, and Attorney Advisor are non-voting advisors to the PEB. The PEB will evaluate the Contractor’s performance against the evaluation factors listed in Section 6 of this PEMP and provides input to the FDO. The FDO’s determination takes into consideration the input from the PEB.

PEB Chair: The PEB Chair will be identified and appointed by the FDO. The PEB Chair may assign or reassign performance monitors at any time without advance notice to the Contractor. The PEB Chairperson will: 1) review the performance monitors' evaluations and consider the Contractor's self-evaluation report and/or recommendations; 2) analyze the Contractor's performance against the criteria set forth in Section 6 and Exhibit 3 of this PEMP; 3) provide monthly feedback to the Contractor; 4) provide a recommendation on the Award Fee scoring and the amount earned by the Contractor; and 5) recommend any changes to this PEMP.

Fee Determination Official: The PPPO Deputy Manager will serve as the FDO. The FDO will: 1) appoint the PEB Chair; 2) approve any significant changes to the PEMP; 3) review the recommendation of the PEB, consider all pertinent data, and determine the amount of Award Fee earned during each evaluation period; 4) notify the Contractor, in writing, of the strengths, areas for improvement, and what is expected in the future; 5) authorize the CO to make the Award Fee payment. The FDO's decision is final, and the Award Fee will be made by unilateral modification to the contract.

4. PERFORMANCE EVALUATION MANAGEMENT PLAN

The PEMP shall be provided to the contractor 30 calendar days prior to the beginning of the first and each successive evaluation period. If there is not sufficient time for the PEMP to be provided to the contractor in the required number of days in advance of the beginning of the evaluation period, the contractor shall not be evaluated on its performance until 30 calendar days after the PEMP is received by the contractor. The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 30 calendar days after the contractor receives the revised PEMP. The PPPO will strive to gain concurrence with the Contractor prior to finalizing and issuing the annual PEMP.

5. PERIODIC EVALUATION PROCESS

All periodic performance evaluations, as determined by the FDO are final. Evaluation periods will be by government fiscal year (1 Oct through 30 Sep) in accordance with Exhibit 2 of this PEMP. The first and last periods may be shorter or longer than one year to align rating periods with the fiscal year. Available award fee dollars are fixed by the award fee period as shown in Exhibit 1 of this PEMP but may be adjusted by the CO to align with the total available fee in Section B of the Contract. A determination of the performance score (percentage) and the associated fee earned for each evaluation period will be made by the FDO. The process followed in monitoring, assessing, and evaluating Contractor performance during each evaluation period is described below.

If the Contractor has any self-evaluation comments that they feel should be considered in DOE's quarterly performance evaluation, those comments must be submitted to the COR with a copy to the CO within 10 working days following the reporting quarter in order to be considered.

The COR should provide at least semi-annual feedback, and at other times as is deemed appropriate, to apprise the Contractor of its performance. The feedback will address specific areas where Contractor performance requires improvement or has exceeded standards. This feedback should be based upon the Award Fee Plan's evaluation factors (see Section 6 of this PEMP).

The Contractor may furnish a self-evaluation report within 7 calendar days after the expiration of each evaluation period. The PEB will not submit its recommendation to the FDO until 1) the Contractor's self-evaluation report has been received and considered, or 2) the Contractor has provided written notification that a self-evaluation report will not be submitted, or 3) the 7-day period provided for submission of the report has expired.

After the end of each evaluation period (as identified in the Exhibit 1 of this PEMP), the PEB will prepare a written report documenting its evaluation. This report shall include recommendations for an adjectival rating and score (percentage) to be assigned to the Contractor's performance during the evaluation period.

The PEB Chair is responsible for the preparation of the Performance Evaluation Report (PER) and will present the report's findings and recommendation to the FDO. This report will include an overall adjectival rating, a recommended overall performance percentage, and a recommended adjectival rating for each criterion with supporting documentation.

The FDO will consider the recommendations from the following sources in determining the rating and percentage: (1) PEB; (2) information provided by the Contractor; and (3) any other pertinent sources of information. The FDO's determination of the Contractor's performance rating and percentage is final. This determination of performance will be stated in a written Award Fee Determination (AFD) document.

The Contractor will be notified by the CO of the FDO rating and percentage, and a summary of the PER.

6. AWARD FEE EVALUATION FACTORS & WEIGHTINGS

DOE may evaluate the Contractor on all areas of performance within the contract Performance Work Statement (PWS). A significant element of any award fee evaluation shall be the Contractor's demonstrated performance in meeting or exceeding the PWS standards. Subsequent revisions to this PEMP may revise the factors or the weightings with proper notification to the Contractor. The areas to be evaluated are as follows:

Programmatic Compliance (Weighting: 30%):

Quality: The Contractor will be evaluated on the quality and effectiveness of their contractual deliverables, performance, policies, plans, and procedures governing Contractor activities. This includes the effectiveness of implementing corrective actions (short term and long term) for non-compliances.

Regulatory Compliance: The Contractor will be evaluated on their compliance with all applicable DOE Orders, Executive Orders, Codes, Regulations (applicable local, state and federal regulations), Regulatory Agreements (e.g., Agreed Orders, Negotiated Settlements, Toxic Substance Control Act [TSCA] Federal Facility Compliance Agreement [FFCA], Federal Facility Agreement [FFA], Site Management Plan [SMP]) and Permits.

Project Execution (Weighting: 70%):

Schedule: The Contractor will be evaluated on the timeliness of the completion of the contractual deliverables and execution of work scope against established schedules.

Cost Control: The Contractor will be evaluated on overall cost performance on an annual basis as measured against the final contract value and Annual Work Plan (AWP). The PEB may use any relevant information in this evaluation. In the event the actual costs for this performance period exceed the estimated cost for the period, this condition will be a primary factor for determining the overall rating for this (Cost Control) Category of Performance.

Management: The Contractor will be evaluated on how effectively programs and projects are managed, including the effectiveness of the Contractor Human Resources Management.

7. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the government the remaining award fee payable for the current period may be available for equitable adjustment in accordance with the termination clause of the contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

EXHIBIT 1 - FEE ALLOCATION BY EVALUATION PERIODS

The following schedule is calculated in accordance with the fee schedule as set forth in Section B of the Contract. The available fee may change consistent with changes to the contract. The available fee will be split 50% for Award Fee and 50% PBIs.

The award fee earned by the Contractor will be determined at the completion of the evaluation periods shown below. The PBI fee earned will be determined at the completion date for the PBI. The revised Total Fee indicated for each corresponding evaluation period represent the maximum available fee (award fee plus PBI fee) amount that can be earned for that particular period.

Fee Period ¹	Evaluation Period	Original Total Fee Available	Revised Total Fee Available ²	Award Fee Available	PBI Fee Available
Period 1	04/01/2025 – 09/30/2026				
Period 2	10/01/2026 – 09/30/2027				
Period 3	10/01/2027 – 09/30/2028				
Period 4	10/01/2028 – 09/30/2039				
Period 5	10/01/2029 – 01/31/2030				
Total					

¹The actual number of performance periods is subject to change depending on the date of the contract award and DOE’s determination on the appropriate length of the first and last rating period.

²The revised available award fee amounts are fixed by award period covering contract fiscal years 2026 - 2030. These amounts may change throughout the life of the contract in response to changes in work scope (additions or deletions).

The contractor may request to voucher earned fee, with PBI completion documentation as PBIs are completed. Refer to Section 2.b of this PEMP.

The FDO has the sole discretion to award partial fee for PBIs not completed.

DOE, at its sole discretion, may choose to establish one or more Super-Stretch PBIs. These Super-Stretch PBIs will be funded by 1) fee that was not earned as a result of the evaluation of the award fee metrics within the same evaluation period, 2) any reductions associated with changes to Key Personnel (Contract Clause H.36(c)) within the same evaluation period, and 3) any fee designated for PBIs that is not assigned to a specific PBI (e.g., as a result of adding fee-bearing scope to the contract during the period of performance). These Super-Stretch PBIs will not be funded by fee that was not earned from other PBIs within the evaluation period or from unearned/lost fee from previous periods of performance. The available fee for the Super-Stretch PBI(s) will be determined at the end of the evaluation period and upon completion of DOE’s award fee determination process. In order to be able to earn Super-Stretch PBIs, the Contractor must 1) earn a rating of at least Satisfactory in both Award Fee evaluation areas (i.e., Program Compliance and Project Execution) and 2) manage its costs a cost performance index (or equivalent) of 0.95 or higher.

EXHIBIT 2 - AWARD FEE CATEGORIES OF PERFORMANCE RATING TABLE

UNSATISFACTORY	SATISFACTORY	GOOD	VERY GOOD	EXCELLENT
0% Earned	No Greater than 50%	51-75% Earned	76-90% Earned	91-100% Earned
Contractor <u>has failed</u> to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor <u>has met</u> overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded some</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded many</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded almost all</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

EXCELLENT (91-100%)

Performance is of the highest quality that could be achieved under the contract. There are no areas of deficiencies or problems encountered during the evaluation period.

VERY GOOD (76-90%)

Performance is of high quality and approaching the best that could be performed by the contractor. Work completed greatly exceeds the average performance level. A few minor problems are experienced during the evaluation period without impacting the overall level of performance.

GOOD (51-75%)

Contractor exceeds some contract requirements in a manner demonstrating commitment to the program. Work is completed much better than the minimum required performance. Areas of deficiency and minor problems are more than offset by areas of good performance.

SATISFACTORY (<=50%)

Contractor's performance is the minimum required level to meet needs. Areas of good performance are offset by deficiencies and problems, which reduces performance to a level that is minimally acceptable under the contract.

UNSATISFACTORY (0%)

Contractor does not meet minimum contract requirements.

EXHIBIT 3 - PERFORMANCE BASED INCENTIVES - PERIOD 1

PBI # 1	Characterization of DUF6 cylinders	Completion Date: 9/30/26
Performance Objective	<p>In support of Performance Work Statement Section C.3, the Contractor shall complete a characterization report ensuring that at least 1,500 additional DUF6 cylinders are successfully characterized and approved for processing in the DUF6 conversion facilities, with at least 500 cylinders being located at the Portsmouth facility, to provide at least an additional year of feed. This characterization is to ensure that any cylinder introduced into the conversion facility does not increase the chance for plant/system contamination from technetium-99 (Tc-99) or transuranic (TRU). The population targeted by this report shall also be less than 0.25 assay at Portsmouth and less than 0.2 assay at Paducah and eligible to be fed through the DUF6 facility consistent with current operational posture.</p> <p>The Contractor shall submit for DOE concurrence a report(s) detailing the analysis methods and list of cylinders successfully characterized at each site.</p>	
Performance Criteria Measures	<p>This incentive will be measured by a DOE technical review of provided characterization report documentation, which shall be comprehensive in its approach with adequate explanation. Only DUF6 cylinders demonstrated not to increase the chance for plant/system contamination from Tc-99 or TRU will be counted towards the 1,500 DUF6 cylinders. The Contractor shall provide the report(s) by September 30, 2026.</p> <p>The Contractor may elect to submit multiple reports (i.e., quarterly or semi-annually) through the evaluation period in order to earn fee.</p>	
Performance Target	<p>████████████████████</p> <ul style="list-style-type: none"> • ██████████ is available for this PBI on a per cylinder basis (██████████) upon completion of a characterization report prior to September 30, 2026. The Contractor may complete interim reports (i.e., quarterly or semi-annually) and, upon acceptance by DOE, invoice for fee for the newly characterized DUF6 cylinders. • The remaining ██████████ is available upon successful completion of all 1,500 DUF6 cylinders by September 30, 2026. 	

PBI # 2	FY25 FSLE – EM/EL KPMG Audit	Completion Date: 9/30/25
Performance Objective	In support of Performance Work Statement Section C.11, the Contractor shall revise the FSLE and complete all quality assurance checks of the products, completing all actions within the EM/EL Corrective Action Plan and addressing/resolving HQ comments by June 30, 2025.	
Performance Criteria Measures	This incentive will be measured by gaining HQ concurrence on all comment resolution throughout the FSLE development process and by successfully completing the KPMG audit with a non-qualified opinion and elimination of any material weaknesses associated with PPPO.	
Performance Target	Total Fee Available: [REDACTED] [REDACTED] is available for this PBI for a complete and acceptable FSLE and EM/EL. Partial Payment of Fee may be earned upon the sole discretion of the Fee Determining Official.	

PBI # 3	FY26 FSLE – EM/EL KPMG Audit	Completion Date: 9/30/26
Performance Objective	In support of Performance Work Statement Section C.11, the Contractor shall revise the FY25 FSLE (EM/EL) for FY26 using actuals and the latest available project schedules, costs and budgets, completing all quality assurance checks of the products, completing and submitting the FY26 FSLE to HQ no later than January 31, 2026 and successfully resolving all HQ comments by March 31, 2026.	
Performance Criteria Measures	This incentive will be measured by gaining HQ concurrence on all comment resolution throughout the FSLE – EM/EL revision process and by successfully completing the KPMG audit with a non-qualified opinion and elimination of any material weaknesses associated with PPPO.	
Performance Target	Total Fee Available [REDACTED] [REDACTED] is available for this PBI for a complete and acceptable FSLE and EM/EL. Partial Payment of Fee may be earned upon the sole discretion of the Fee Determining Official.	

PBI # 4	Business Automation	Completion Date: 4/30/26
Performance Objective	<p>In support of Performance Work Statement Section C.7, the Contractor shall complete the development and deployment on the PPPO network of an automated 1) Technical Evaluation Report (TER) application by August 1, 2025, 2) an automated Award Fee/CPARS application by August 1, 2025 and 3) a standardized PPPO-wide deliverable tracking system by February 28, 2026.</p> <p>1) The automated Technical Evaluation Report (TER) application shall provide a mechanism to upload contractor proposals (e.g., using a standard data input file) without manual input or manipulation of data, allow the assignment of federal reviewers to specific portions of the proposal (e.g., WBS elements), segments the proposal data so that federal/ETAS reviewers can review the scope, schedule and resources (e.g., labor categories, labor hours, subcontracts, ODCs), identify and justify exceptions, generate a report for COR approval and then transmit the final report to the CO – all within the application.</p> <p>2) The automated Award Fee/CPARS application shall reflect the PPPO Standard PEMP, allow the assignment of federal reviewers to specific CPARS categories (e.g., QA, Cost, Schedule, Management, and Regulatory Compliance) for each contractor, request assigned federal staff to provide at least three positive items of positive performance and at least three items where performance could be improved, correlate the response for COR (or Site/DUF6 Lead) review at specified frequencies, allow the COR to select the positive and negative items for use in a report, allow the COR to propose a subjective rating for the five CPARS categories and a subjective rating for the two Award Fee Categories (which are roll-ups of the CPARS categories), use standard formats and generates a mid-year CPARS report (with trending), a final CPARS report and a final Award Fee Report – all within the application. The application should be structured to collect data at least quarterly from federal reviewers and the generation of raw data and interim reports on a quarterly basis.</p> <p>3) The standardized PPPO-wide deliverable tracking system (DTS) is intended to capture and track all upcoming contract deliverables, HQ deliverables (e.g., CPARS/PEMP/Fee Package submittals), PPPO controlled document changes, regulatory and other deliverables. The contractor shall use the Paducah Action Tracker as the basis/starting point for the DTS. The DTS shall be sharepoint based, shall be searchable by key word (e.g., safety, FSLE, ROD, PPPO procedure, WSHP) AND type of deliverable (e.g., regulatory, contract, HQ), shall be searchable by site, by project, by assignee (fed), and by contractor, shall be able to generate reports based on searches, and shall automatically populate a 30-day look ahead dashboard sorted by project (i.e., PORTS D&D, PAD D&D, OSMS). The DTS shall also be able to designate the deliverable as recurring and set the period of recurrence. The Contractor shall provide to DOE a design concept that includes a visual concept of the DTS, capabilities and functions proposed (proposed specifications), and DTS Dashboard configuration by August 29, 2025. The Contractor shall work to gain DOE concurrence on the design concept by September 30, 2025. As part of this effort ETAS will populate (and maintain) the DTS including (but not limited to) all contract deliverables, regulatory deliverables, PPPO controlled document revisions (e.g., 3-year revision, annual revision). Although not required as part of this effort, the design of DTS should be structured to allow the deliverable to be dropped into the PPPO Action Tracking System (ATS)</p> <p>These applications (including the DTS) are intended to be user friendly and minimize data manipulation outside of the application.</p>	
Performance Criteria Measures	<p>This incentive will be measured by completing the development and deployment (fully functional and in use) of an automated Technical Evaluation Report (TER) application, an automated Award Fee/CPARS application and the DTS that meet the performance objectives. Consistent with the performance objectives, DOE will conduct performance testing of the applications to determine functionality and performance objectives.</p>	
Performance Target	<p>Total Fee Available: ██████████</p> <ul style="list-style-type: none"> • ██████████ is available for this PBI for an operable automated TER application by August 1, 2025. • ██████████ is available for this PBI for an operable automated Award Fee/CPARS application by August 1, 2025. • ██████████ is available for this PBI for an operable and populated DTS by February 28, 2026. • ██████████ is available for completion of all three applications no later than April 30, 2026. 	

PBI # 5	NSS Deployment	Completion Date: 9/30/26
Performance Objective	<p>In accordance with the requirements in the Performance Work Statement Sections C.7, the Contractor shall complete the deployment of the National Security System (NSS) for the One PPPO Enterprise. This scope includes the services to operate the NSS. The NSS shall be primarily located in the Lexington secure space with remote locations setup at each site as needed.</p> <p>Milestone 1: The Contractor shall deploy NSS workstations in Lexington, Portsmouth and Paducah to replace standalone systems currently operating at these locations by April 1, 2026. This includes enrollment of S&S users and migration of S&S specific data (i.e., active items that are currently being used to support routine operations) into the PPPO NSS. Additionally, the contractor shall setup operating space for an L cleared environment to specifically support the Paducah D&R activities.</p> <p>Milestone 2: The Contractor shall migrate all existing data (i.e., legacy records) to the NSS in compliance with the system authorization by September 30, 2026. The Contractor shall provide a monthly status meeting with the status of hardware deployment, data migration and site contractor transitions to the new system to the PPPO IT Manager and COR.</p> <p>Milestone 3: The Contractor shall submit for DOE concurrence the network documentation, user lists, system counts, storage usage reports and continuous monitoring plan that support the operation of the One PPPO NSS, including one month of data demonstrating the continuous monitoring by September 30, 2026.</p>	
Performance Criteria Measures	<p>This incentive will be measured by completing the system rollout (e.g., physical deployment of the NSS workstations at all three locations) without service interruption to the sites and a DOE technical review and concurrence of project documentation, the successful migration of all data (active and legacy) to the NSS workstations, and the permanent shutdown and compliant disposition of 100% of the standalone system hardware (e.g., destruction of hard drives). Additionally, one month of data demonstrating the continuous monitoring.</p>	
Performance Target	<p>Total Fee Available: [REDACTED]</p> <ul style="list-style-type: none"> • [REDACTED] is available for this PBI for completing Milestone 1 by April 1, 2026. In the event this milestone is completed no more than two months late (by June 1, 2026), a [REDACTED] will be realized. • [REDACTED] is available for this PBI for completing Milestone 2 by September 30, 2026. • [REDACTED] is available for this PBI for completing Milestone 3 by September 30, 2026. 	

PBI # 6	Network Documentation	Completion Date: 1/30/26
Performance Objective	<p>In accordance with the requirements in the Performance Work Statement Sections C.7, the Contractor shall complete the development and population of a centralized repository of standardized Physical and Logical Network documentation (including drawings).</p> <p>The Contractor shall create and submit to DOE a standard (e.g., formats and templates) for information technology (IT) documentation of federal and contractor physical and logical network documentation by September 30, 2025 for review and concurrence. This standard shall consider the best practices of the Contractor's and the site contractors' physical and logical network documentation. Upon resolution of issues, DOE will transmit the standard to the site contractors for implementation (estimated to occur in October 2025). Site contractors will be required by the PPPO to complete and return documentation information by February 15, 2026.</p> <p>After transmittal to the site contractors, the Contractor shall meet with the site contractors to review expectations and provide guidance and support on how to populate the information by February 15, 2026. The Contractor will review and ensure documentation consistency across all contractors. The Contractor shall update maintain the federal network documentation (including diagrams) to comply with the final standard by February 15, 2026.</p> <p>The Contractor shall develop a central repository accessible to the site contractors, the Contractor, and federal staff/leadership (e.g., using PPPO SharePoint Online) for the storage and maintenance of standardized Physical and Logical Network documentation (including drawings) by February 15, 2026. This repository must be managed under configuration control and allow the Contractor and site contractors to update their information routinely as field conditions change. The Contractor shall populate the repository and ensure it is fully deployed and operational by March 30, 2026.</p>	
Performance Criteria Measures	<p>This incentive will be measured by developing and gaining DOE approval of a standard for Physical and Logical Network documentation (including drawings), the development, deployment and population of a central repository accessible to the site contractors, the Contractor, and federal staff/leadership (e.g., using PPPO SharePoint Online) for the storage and maintenance of standardized Physical and Logical Network documentation (including drawings), and the verification that all documentation meets the standard.</p>	
Performance Target	<p>Total Fee Available: ██████████</p> <p>██████████ is available for this PBI for submitting a standard for Physical and Logical Network documentation (including drawings) by September 30, 2025 and for completing the development and population of a centralized repository of standardized Physical and Logical Network documentation (including drawings) by February 15, 2026. Delays resulting from delayed documentation submittals from site contractors after by <u>February 28, 2026</u> may result in a day-for-day slip of the March 30, 2026 at the discretion of the Fee Determining Official.</p>	

PBI # 7	Project Controls Dashboard	Completion Date: 09/30/26
Performance Objective	<p>In accordance with the requirements in the Performance Work Statement Sections C.11, the Contractor shall develop and submit to DOE a design concept that includes a visual concept, capabilities and functions proposed (proposed specifications), and a Project Controls Dashboard configuration of a PPPO-wide database system used support to integrate, process, track, analyze, and report data for all PPPO projects in the following areas: project management, project control, life cycle planning, performance measurement, budget planning and execution, and financial management by August 1, 2025. DOE will provide concurrence to the approved design concept by October 1, 2025. The Contractor shall ensure that the PPPO-wide database system has the capability (e.g., systems and tools) to fully integrate and consolidate information using electronic data transfer of all site contractor financial accounting systems (i.e., COBRA output files) in order to attain overall cost reporting for the site in accordance with DOE requirements. The PPPO-wide database system shall also have the capabilities to present and analyze performance measurement data as related to the integrated lifecycle baseline. This PPPO-wide database system will present data in a Project Controls Dashboard to the federal staff in support of the DOE oversight activities.</p> <p>By September 30, 2026, the Contractor shall complete the development, testing, shakedown, data validation and deployment of a PPPO-wide database system and associated Project Controls Dashboard, as agreed upon by DOE. At least two months of data must be loaded into the database and all applicable cumulative data for each contractor must be included to that performance is accurately reflected. The Contractor is expected to maintain the system and data.</p> <p>PPPO-wide database system and associated Project Controls Dashboard is intended to be user friendly, standardize how data is displayed, minimize federal and contractor data management, and increase overall oversight performance.</p>	
Performance Criteria Measures	<p>This incentive will be measured by developing and deploying (fully functional and in use) PPPO-wide database system and associated Project Controls Dashboard. Consistent with the performance objectives and the agreed upon performance functions/specifications, DOE will conduct performance testing of the applications to determine functionality, data accuracy and performance objectives.</p>	
Performance Target	<p>Total Fee Available: [REDACTED]</p> <p>[REDACTED] is available for this PBI for the timely delivery and deployment PPPO-wide database system and associated Project Controls Dashboard by September 30, 2026. Partial Payment of Fee may be earned upon the sole discretion of the Fee Determining Official.</p>	

PBI # 8	Financials – Budget Formulation	Completion Date: 09/30/26
Performance Objective	<p>In accordance with the requirements in the Performance Work Statement Sections C.11, The Contractor shall provide financial and budgetary support throughout FY25 and FY26 to include the following:</p> <ul style="list-style-type: none"> • Monthly Cost Model updates to include contractor actuals and forecasts no later than the 30th of every month (for all PBSs and PD funds). • Develop and maintain annual operating and spend plans for each PBS and PD funds by September 30th of each year and within 21 days of final appropriations; ensure reporting (e.g., spend projections, variance analysis, detailed analysis) in accordance with HQ guidelines and include PPPO Management input. • Responding to Cross Cut data calls as requested. • Each month, complete monthly accruals (including adjustments). • Each month, ensure the status of funds reports are completed, funded contract amounts are reconciled to the previous month’s costs with the appropriate work plans. • Completing invoice reviews of other prime contractors within 2 weeks of receipt. • Timely and accurate performance of all PPPO financial/budgetary support activities. • All necessary activities to support timely and accurate budget formulation and budget related “drills” throughout the year, including HQ data calls. Ensure routine budget related deliverables are prepared for submittal to HQ. • Ensure funds are distributed in a timely fashion to avoid impacting operations and 100% of appropriated funding is distributed by September 14th of each year. • Support PPPO contracting Officers in appropriating costing of invoices and avoid penalty payments. • Submit approved environmental liabilities into OEMS. • Support the sites’ in preparation of the Integrated Priorities List (IPL). 	
Performance Criteria Measures	<p>This incentive will be measured based on the quality and timeliness of the specific tasks/deliverables and ensuring sufficient qualified and experienced staffing to effectively perform this work with minimal federal interaction.</p>	
Performance Target	<p>Total Fee Available: [REDACTED]</p> <p>[REDACTED] is available for this PBI upon the successful completion of the specific tasks. Partial Payment of Fee may be earned upon the sole discretion of the Fee Determining Official.</p>	

PBI # 9	PPPO-Wide Cyber Security Program	Completion Date: 09/30/26
Performance Objective	<p>In accordance with the requirements in the Performance Work Statement Sections C.7.2, the Contractor shall assume responsibility for the cyber security program across the PPPO Enterprise on October 1, 2025 and shall establish a single streamlined Cyber Security Program and implementing documents. As part of this effort, the Contractor shall consolidate <u>all</u> PPPO site GSS boundaries (excludes the CSOS, includes FUCS and FPSS and include the three GSS boundaries previously managed by other PPPO contractors) into a single boundary with a unified set of documentation to include:</p> <ul style="list-style-type: none"> • A single System Security Plan (SSP) maintained within the GRC tool. • One Cyber Security Awareness training program and a standardized annual Rules of Behavior (including privileged users) process. • Standardizing the NIST required documentation set for all operating networks. • Centralizing required vulnerability scanning processes and reporting. • Implementing a standardized and centralized (where technically possible) email / web DLP and filtering process for all operating networks. <p>As the consolidation of the Cyber Program and the establishment of a single GSS will require other site contractors to comply with the applicable procedures, plans (e.g., SSP maintained with the GRC tool) and training requirements (e.g., Cyber Security Awareness training), the Contractor shall also prepare the applicable paperwork to support any contract modifications/letters of direction required to require the other PPPO prime contractors utilize the PPPO/Contractor procedures, plans and training requirements. PPPO will execute any required contract modifications or issue any letters of direction.</p> <p>The Contractor shall provide monthly status updates and project reviews to the PPPO IT Manager and COR. The Contractor shall also include provide cost savings / avoidance initiatives, including elimination of duplicative roles or activities and ensure a streamlined centrally managed program.</p>	
Performance Criteria Measures	<p>This incentive will be measured based on successful transition and assumption of the other PPPO contractors' cyber security programs and integrating them with the federal cyber security program resulting in a single streamlined PPPO Enterprise-wide cyber security program with a single GSS, subsuming the previous independent GSS's.</p>	
Performance Target	<p>Total Fee Available: ██████████</p> <p>██████████ is available for this PBI will be available upon the successful completion of the specific tasks by September 30, 2026. Partial Payment of Fee may be earned upon the sole discretion of the Fee Determining Official.</p>	

Attachment J-7
Wage Determinations

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor I WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4683

Daniel W. Simms Division of I Revision No.: 27
Director Wage Determinations! Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the Executive Order 14026 generally applies to the contract.

If the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: The contractor must pay all covered workers at least \$17.20 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 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract.

The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Kentucky

Area: Kentucky Counties of Bourbon, Clark, Fayette, Jessamine, Scott, Woodford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.11***
01012 - Accounting Clerk II		19.20
01013 - Accounting Clerk III		21.48
01020 - Administrative Assistant		27.61
01035 - Court Reporter		20.70
01041 - Customer Service Representative I		14.16***
01042 - Customer Service Representative II		15.45***
01043 - Customer Service Representative III		17.34
01051 - Data Entry Operator I		15.53***
01052 - Data Entry Operator II		16.95***

01060 - Dispatcher, Motor Vehicle	19.58
01070 - Document Preparation Clerk	16.28***
01090 - Duplicating Machine Operator	16.28***
01111 - General Clerk I	14.63***
01112 - General Clerk II	15.96***
01113 - General Clerk III	17.91

01120 - Housing Referral Assistant	22.80
01141 - Messenger Courier	17.21
01191 - Order Clerk I	16.45***
01192 - Order Clerk II	17.95
01261 - Personnel Assistant (Employment) I	17.97
01262 - Personnel Assistant (Employment) II	20.09
01263 - Personnel Assistant (Employment) III	22.41
01270 - Production Control Clerk	23.33
01290 - Rental Clerk	15.47***
01300 - Scheduler, Maintenance	18.27
01311 - Secretary I	18.27
01312 - Secretary II	20.44
01313 - Secretary III	22.80
01320 - Service Order Dispatcher	17.50
01410 - Supply Technician	27.61
01420 - Survey Worker	19.70
01460 - Switchboard Operator/Receptionist	15.15***
01531 - Travel Clerk I	20.45
01532 - Travel Clerk II	21.34
01533 - Travel Clerk III	22.39
01611 - Word Processor I	16.28***
01612 - Word Processor II	18.27
01613 - Word Processor III	20.44
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.11
05010 - Automotive Electrician	18.92
05040 - Automotive Glass Installer	18.01
05070 - Automotive Worker	18.01
05110 - Mobile Equipment Servicer	15.89***
05130 - Motor Equipment Metal Mechanic	19.67
05160 - Motor Equipment Metal Worker	18.01
05190 - Motor Vehicle Mechanic	19.67
05220 - Motor Vehicle Mechanic Helper	14.81***
05250 - Motor Vehicle Upholstery Worker	16.96***
05280 - Motor Vehicle Wrecker	18.01
05310 - Painter, Automotive	18.92
05340 - Radiator Repair Specialist	18.01
05370 - Tire Repairer	17.70
05400 - Transmission Repair Specialist	19.67
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.23***
07041 - Cook I	17.09***
07042 - Cook II	19.48
07070 - Dishwasher	12.98***
07130 - Food Service Worker	13.95***
07210 - Meat Cutter	17.53
07260 - Waiter/Waitress	10.61***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.20
09040 - Furniture Handler	17.15***
09080 - Furniture Refinisher	26.20
09090 - Furniture Refinisher Helper	20.17
09110 - Furniture Repairer, Minor	23.26
09130 - Upholsterer	26.20
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.28***
11060 - Elevator Operator	15.69***
11090 - Gardener	21.30
11122 - Housekeeping Aide	15.69***
11150 - Janitor	15.69***
11210 - Laborer, Grounds Maintenance	16.83***
11240 - Maid or Houseman	13.42***
11260 - Pruner	15.27***
11270 - Tractor Operator	19.80
11330 - Trail Maintenance Worker	16.83***

11360 - Window Cleaner	17.29
12000 - Health Occupations	
12010 - Ambulance Driver	19.54
12011 - Breath Alcohol Technician	23.56
12012 - Certified Occupational Therapist Assistant	33.04
12015 - Certified Physical Therapist Assistant	29.99
12020 - Dental Assistant	20.94
12025 - Dental Hygienist	36.35
12030 - EKG Technician	25.33
12035 - Electroneurodiagnostic Technologist	25.33
12040 - Emergency Medical Technician	19.54
12071 - Licensed Practical Nurse I	21.07
12072 - Licensed Practical Nurse II	23.56
12073 - Licensed Practical Nurse III	26.27
12100 - Medical Assistant	18.36
12130 - Medical Laboratory Technician	27.84
12160 - Medical Record Clerk	20.67
12190 - Medical Record Technician	23.12
12195 - Medical Transcriptionist	20.33
12210 - Nuclear Medicine Technologist	51.79
12221 - Nursing Assistant I	13.66***
12222 - Nursing Assistant II	15.36***
12223 - Nursing Assistant III	16.75***
12224 - Nursing Assistant IV	18.82
12235 - Optical Dispenser	21.91
12236 - Optical Technician	19.26
12250 - Pharmacy Technician	19.87
12280 - Phlebotomist	18.59
12305 - Radiologic Technologist	31.65
12311 - Registered Nurse I	26.15
12312 - Registered Nurse II	31.99
12313 - Registered Nurse II, Specialist	31.99
12314 - Registered Nurse III	38.70
12315 - Registered Nurse III, Anesthetist	38.70
12316 - Registered Nurse IV	46.39
12317 - Scheduler (Drug and Alcohol Testing)	29.21
12320 - Substance Abuse Treatment Counselor	22.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.69
13012 - Exhibits Specialist II	28.11
13013 - Exhibits Specialist III	34.39
13041 - Illustrator I	22.69
13042 - Illustrator II	28.11
13043 - Illustrator III	34.39
13047 - Librarian	31.13
13050 - Library Aide/Clerk	13.29***
13054 - Library Information Technology Systems Administrator	28.11
13058 - Library Technician	15.97***
13061 - Media Specialist I	20.28
13062 - Media Specialist II	22.69
13063 - Media Specialist III	25.30
13071 - Photographer I	17.50
13072 - Photographer II	19.57
13073 - Photographer III	24.26
13074 - Photographer IV	29.66
13075 - Photographer V	35.88
13090 - Technical Order Library Clerk	16.69***
13110 - Video Teleconference Technician	25.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.11
14042 - Computer Operator II	22.49
14043 - Computer Operator III	25.08
14044 - Computer Operator IV	27.87
14045 - Computer Operator V	30.86

14071 - Computer Programmer I	(see 1)	24.16
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.11
14160 - Personal Computer Support Technician		27.87
14170 - System Support Specialist		30.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.89
15020 - Aircrew Training Devices Instructor (Rated)		39.79
15030 - Air Crew Training Devices Instructor (Pilot)		47.69
15050 - Computer Based Training Specialist/ Instructor		32.89
15060 - Educational Technologist		29.41
15070 - Flight Instructor (Pilot)		47.69
15080 - Graphic Artist		24.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.69
15086 - Maintenance Test Pilot, Rotary Wing		47.69
15088 - Non-Maintenance Test/Co-Pilot		47.69
15090 - Technical Instructor		24.53
15095 - Technical Instructor/Course Developer		30.00
15110 - Test Proctor		19.80
15120 - Tutor		19.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.76***
16030 - Counter Attendant		11.76***
16040 - Dry Cleaner		14.82***
16070 - Finisher, Flatwork, Machine		11.76***
16090 - Presser, Hand		11.76***
16110 - Presser, Machine, Drycleaning		11.76***
16130 - Presser, Machine, Shirts		11.76***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.76***
16190 - Sewing Machine Operator		15.73***
16220 - Tailor		16.59***
16250 - Washer, Machine		12.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		32.14
19040 - Tool And Die Maker		38.35
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.92
21030 - Material Coordinator		23.33
21040 - Material Expediter		23.33
21050 - Material Handling Laborer		17.38
21071 - Order Filler		17.04***
21080 - Production Line Worker (Food Processing)		20.92
21110 - Shipping Packer		18.98
21130 - Shipping/Receiving Clerk		18.98
21140 - Store Worker I		14.92***
21150 - Stock Clerk		20.02
21210 - Tools And Parts Attendant		20.92
21410 - Warehouse Specialist		20.92
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.54
23019 - Aircraft Logs and Records Technician		26.28
23021 - Aircraft Mechanic I		31.12
23022 - Aircraft Mechanic II		32.54
23023 - Aircraft Mechanic III		33.87
23040 - Aircraft Mechanic Helper		22.79
23050 - Aircraft, Painter		29.61
23060 - Aircraft Servicer		26.28
23070 - Aircraft Survival Flight Equipment Technician		29.61
23080 - Aircraft Worker		27.94
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		27.94

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	31.12
II	
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	21.69
23125 - Cable Splicer	37.10
23130 - Carpenter, Maintenance	25.94
23140 - Carpet Layer	24.73
23160 - Electrician, Maintenance	25.71
23181 - Electronics Technician Maintenance I	27.03
23182 - Electronics Technician Maintenance II	28.65
23183 - Electronics Technician Maintenance III	30.11
23260 - Fabric Worker	23.26
23290 - Fire Alarm System Mechanic	25.31
23310 - Fire Extinguisher Repairer	21.69
23311 - Fuel Distribution System Mechanic	26.46
23312 - Fuel Distribution System Operator	20.80
23370 - General Maintenance Worker	20.99
23380 - Ground Support Equipment Mechanic	31.12
23381 - Ground Support Equipment Servicer	26.28
23382 - Ground Support Equipment Worker	27.94
23391 - Gunsmith I	21.69
23392 - Gunsmith II	24.73
23393 - Gunsmith III	27.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.54
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.70
23430 - Heavy Equipment Mechanic	27.55
23440 - Heavy Equipment Operator	24.95
23460 - Instrument Mechanic	27.85
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	17.38
23510 - Locksmith	23.42
23530 - Machinery Maintenance Mechanic	35.50
23550 - Machinist, Maintenance	26.37
23580 - Maintenance Trades Helper	16.91***
23591 - Metrology Technician I	27.85
23592 - Metrology Technician II	29.05
23593 - Metrology Technician III	30.25
23640 - Millwright	30.12
23710 - Office Appliance Repairer	21.64
23760 - Painter, Maintenance	21.03
23790 - Pipefitter, Maintenance	32.17
23810 - Plumber, Maintenance	30.62
23820 - Pneudraulic Systems Mechanic	27.54
23850 - Rigger	27.54
23870 - Scale Mechanic	24.73
23890 - Sheet-Metal Worker, Maintenance	25.21
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	30.39
23932 - Telecommunications Mechanic II	31.77
23950 - Telephone Lineman	24.98
23960 - Welder, Combination, Maintenance	24.57
23965 - Well Driller	27.54
23970 - Woodcraft Worker	27.54
23980 - Woodworker	21.69
24000 - Personal Needs Occupations	
24550 - Case Manager	17.57
24570 - Child Care Attendant	13.85***
24580 - Child Care Center Clerk	17.28
24610 - Chore Aide	14.92***
24620 - Family Readiness And Support Services Coordinator	17.57
24630 - Homemaker	18.10

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.84
25040 - Sewage Plant Operator	23.40
25070 - Stationary Engineer	24.84
25190 - Ventilation Equipment Tender	18.34
25210 - Water Treatment Plant Operator	23.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.78
27007 - Baggage Inspector	14.71***
27008 - Corrections Officer	19.53
27010 - Court Security Officer	18.93
27030 - Detection Dog Handler	16.52***
27040 - Detention Officer	19.53
27070 - Firefighter	18.74
27101 - Guard I	14.71***
27102 - Guard II	16.52***
27131 - Police Officer I	23.19
27132 - Police Officer II	25.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.37***
28042 - Carnival Equipment Repairer	15.46***
28043 - Carnival Worker	11.08***
28210 - Gate Attendant/Gate Tender	15.64***
28310 - Lifeguard	12.90***
28350 - Park Attendant (Aide)	17.50
28510 - Recreation Aide/Health Facility Attendant	12.77***
28515 - Recreation Specialist	21.68
28630 - Sports Official	13.94***
28690 - Swimming Pool Operator	17.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.28
29020 - Hatch Tender	30.28
29030 - Line Handler	30.28
29041 - Stevedore I	28.48
29042 - Stevedore II	32.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	19.56
30022 - Archeological Technician II	21.88
30023 - Archeological Technician III	27.11
30030 - Cartographic Technician	27.11
30040 - Civil Engineering Technician	23.63
30051 - Cryogenic Technician I	30.02
30052 - Cryogenic Technician II	33.16
30061 - Drafter/CAD Operator I	19.56
30062 - Drafter/CAD Operator II	21.88
30063 - Drafter/CAD Operator III	24.40
30064 - Drafter/CAD Operator IV	30.02
30081 - Engineering Technician I	16.02***
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	20.67
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	31.34
30086 - Engineering Technician VI	36.88
30090 - Environmental Technician	22.73
30095 - Evidence Control Specialist	27.11
30210 - Laboratory Technician	22.06
30221 - Latent Fingerprint Technician I	30.02
30222 - Latent Fingerprint Technician II	33.16
30240 - Mathematical Technician	27.71
30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	27.46
30363 - Paralegal/Legal Assistant III	33.59

30364 - Paralegal/Legal Assistant IV	40.64
30375 - Petroleum Supply Specialist	33.16
30390 - Photo-Optics Technician	27.11
30395 - Radiation Control Technician	33.16
30461 - Technical Writer I	28.61
30462 - Technical Writer II	34.99
30463 - Technical Writer III	42.34
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	30.02
30502 - Weather Forecaster II	36.52
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.40
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	19.16
31030 - Bus Driver	25.64
31043 - Driver Courier	19.15
31260 - Parking and Lot Attendant	15.00***
31290 - Shuttle Bus Driver	18.72
31310 - Taxi Driver	13.44***
31361 - Truckdriver, Light	20.59
31362 - Truckdriver, Medium	22.15
31363 - Truckdriver, Heavy	24.46
31364 - Truckdriver, Tractor-Trailer	24.46
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	13.32***
99050 - Desk Clerk	13.27***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	15.43***
99252 - Laboratory Animal Caretaker II	16.60***
99260 - Marketing Analyst	28.83
99310 - Mortician	28.73
99410 - Pest Controller	17.38
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	22.43
99711 - Recycling Specialist	26.38
99730 - Refuse Collector	20.35
99810 - Sales Clerk	14.04***
99820 - School Crossing Guard	14.98***
99830 - Survey Party Chief	25.52
99831 - Surveying Aide	15.05***
99832 - Surveying Technician	22.66
99840 - Vending Machine Attendant	15.48***
99841 - Vending Machine Repairer	18.96
99842 - Vending Machine Repairer Helper	15.48***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "'wash and wear"' materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

The duties of employees under job titles listed are those described in the "'Service Contract Act Directory of Occupations"', Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4691

Daniel W. Simms | Division of | Revision No.: 27
Director | Wage Determinations! | Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the | Executive Order 14026 generally applies to |
| the contract. |

If the contract is renewed or extended (e.g., | The contractor must pay all covered workers |
an option is exercised) on or after	at least \$17.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

If the contract was awarded on or | Executive Order 13658 generally applies to |

between January 1, 2015 and January 29, | the contract. |
12022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.90 per hour (or the applicable
12022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Kentucky

Area: Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves,
Hickman, Marshall, McCracken

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.80***
01012 - Accounting Clerk II		17.73
01013 - Accounting Clerk III		19.83
01020 - Administrative Assistant		24.28
01035 - Court Reporter		19.02
01041 - Customer Service Representative I		13.94***
01042 - Customer Service Representative II		15.21***
01043 - Customer Service Representative III		17.07***
01051 - Data Entry Operator I		14.39***

01052 - Data Entry Operator II	15.70***
01060 - Dispatcher, Motor Vehicle	20.32
01070 - Document Preparation Clerk	15.15***
01090 - Duplicating Machine Operator	15.15***
01111 - General Clerk I	14.49***
01112 - General Clerk II	15.81***

01113 - General Clerk III	17.74
01120 - Housing Referral Assistant	21.21
01141 - Messenger Courier	15.81***
01191 - Order Clerk I	14.44***
01192 - Order Clerk II	15.76***
01261 - Personnel Assistant (Employment) I	17.82
01262 - Personnel Assistant (Employment) II	19.93
01263 - Personnel Assistant (Employment) III	22.23
01270 - Production Control Clerk	22.60
01290 - Rental Clerk	15.99***
01300 - Scheduler, Maintenance	17.00***
01311 - Secretary I	17.00***
01312 - Secretary II	19.02
01313 - Secretary III	21.21
01320 - Service Order Dispatcher	18.17
01410 - Supply Technician	24.28
01420 - Survey Worker	17.27
01460 - Switchboard Operator/Receptionist	13.50***
01531 - Travel Clerk I	14.64***
01532 - Travel Clerk II	15.66***
01533 - Travel Clerk III	16.67***
01611 - Word Processor I	15.15***
01612 - Word Processor II	17.00***
01613 - Word Processor III	19.02
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.02
05010 - Automotive Electrician	19.23
05040 - Automotive Glass Installer	17.17***
05070 - Automotive Worker	17.21
05110 - Mobile Equipment Servicer	15.07***
05130 - Motor Equipment Metal Mechanic	19.23
05160 - Motor Equipment Metal Worker	17.21
05190 - Motor Vehicle Mechanic	19.23
05220 - Motor Vehicle Mechanic Helper	13.97***
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	17.21
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.21
05370 - Tire Repairer	16.05***
05400 - Transmission Repair Specialist	18.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.26***
07041 - Cook I	13.21***
07042 - Cook II	15.00***
07070 - Dishwasher	11.02***
07130 - Food Service Worker	10.33***
07210 - Meat Cutter	15.42***
07260 - Waiter/Waitress	10.05***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.61
09040 - Furniture Handler	12.72***
09080 - Furniture Refinisher	19.61
09090 - Furniture Refinisher Helper	14.90***
09110 - Furniture Repairer, Minor	17.05***
09130 - Upholsterer	19.77
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.78***
11060 - Elevator Operator	15.28***
11090 - Gardener	17.92
11122 - Housekeeping Aide	14.13***
11150 - Janitor	14.13***
11210 - Laborer, Grounds Maintenance	14.29***
11240 - Maid or Houseman	12.41***
11260 - Pruner	13.02***
11270 - Tractor Operator	16.73***

11330 - Trail Maintenance Worker	14.29***
11360 - Window Cleaner	15.51***
12000 - Health Occupations	
12010 - Ambulance Driver	17.33
12011 - Breath Alcohol Technician	22.76
12012 - Certified Occupational Therapist Assistant	29.55
12015 - Certified Physical Therapist Assistant	28.95
12020 - Dental Assistant	17.67
12025 - Dental Hygienist	32.47
12030 - EKG Technician	25.74
12035 - Electroneurodiagnostic Technologist	25.74
12040 - Emergency Medical Technician	17.33
12071 - Licensed Practical Nurse I	20.35
12072 - Licensed Practical Nurse II	22.76
12073 - Licensed Practical Nurse III	25.38
12100 - Medical Assistant	16.81***
12130 - Medical Laboratory Technician	25.98
12160 - Medical Record Clerk	16.00***
12190 - Medical Record Technician	17.90
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	50.04
12221 - Nursing Assistant I	12.54***
12222 - Nursing Assistant II	14.10***
12223 - Nursing Assistant III	15.38***
12224 - Nursing Assistant IV	17.28
12235 - Optical Dispenser	18.94
12236 - Optical Technician	20.35
12250 - Pharmacy Technician	17.20
12280 - Phlebotomist	16.76***
12305 - Radiologic Technologist	29.51
12311 - Registered Nurse I	25.52
12312 - Registered Nurse II	31.21
12313 - Registered Nurse II, Specialist	31.21
12314 - Registered Nurse III	37.76
12315 - Registered Nurse III, Anesthetist	37.76
12316 - Registered Nurse IV	45.27
12317 - Scheduler (Drug and Alcohol Testing)	28.22
12320 - Substance Abuse Treatment Counselor	21.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	26.94
13013 - Exhibits Specialist III	32.94
13041 - Illustrator I	21.74
13042 - Illustrator II	26.94
13043 - Illustrator III	32.94
13047 - Librarian	29.83
13050 - Library Aide/Clerk	13.79***
13054 - Library Information Technology Systems Administrator	26.94
13058 - Library Technician	15.82***
13061 - Media Specialist I	19.44
13062 - Media Specialist II	21.74
13063 - Media Specialist III	24.23
13071 - Photographer I	19.44
13072 - Photographer II	21.74
13073 - Photographer III	26.94
13074 - Photographer IV	32.94
13075 - Photographer V	39.86
13090 - Technical Order Library Clerk	17.31
13110 - Video Teleconference Technician	18.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.01
14042 - Computer Operator II	21.26
14043 - Computer Operator III	23.71
14044 - Computer Operator IV	26.34

14045 - Computer Operator V		29.17
14071 - Computer Programmer I	(see 1)	23.37
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.01
14160 - Personal Computer Support Technician		26.34
14170 - System Support Specialist		29.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.22
15020 - Aircrew Training Devices Instructor (Rated)		36.76
15030 - Air Crew Training Devices Instructor (Pilot)		43.82
15050 - Computer Based Training Specialist/ Instructor		30.22
15060 - Educational Technologist		31.27
15070 - Flight Instructor (Pilot)		43.82
15080 - Graphic Artist		23.07
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.82
15086 - Maintenance Test Pilot, Rotary Wing		43.82
15088 - Non-Maintenance Test/Co-Pilot		43.82
15090 - Technical Instructor		24.01
15095 - Technical Instructor/Course Developer		29.37
15110 - Test Proctor		19.38
15120 - Tutor		19.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.36***
16030 - Counter Attendant		10.36***
16040 - Dry Cleaner		12.56***
16070 - Finisher, Flatwork, Machine		10.36***
16090 - Presser, Hand		10.36***
16110 - Presser, Machine, Drycleaning		10.36***
16130 - Presser, Machine, Shirts		10.36***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.36***
16190 - Sewing Machine Operator		13.37***
16220 - Tailor		14.10***
16250 - Washer, Machine		11.23***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.14
19040 - Tool And Die Maker		26.50
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.48
21030 - Material Coordinator		22.60
21040 - Material Expediter		22.60
21050 - Material Handling Laborer		16.68***
21071 - Order Filler		15.22***
21080 - Production Line Worker (Food Processing)		20.48
21110 - Shipping Packer		17.31
21130 - Shipping/Receiving Clerk		17.31
21140 - Store Worker I		15.79***
21150 - Stock Clerk		20.89
21210 - Tools And Parts Attendant		20.48
21410 - Warehouse Specialist		20.48
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.82
23019 - Aircraft Logs and Records Technician		25.04
23021 - Aircraft Mechanic I		29.40
23022 - Aircraft Mechanic II		30.82
23023 - Aircraft Mechanic III		32.25
23040 - Aircraft Mechanic Helper		21.88
23050 - Aircraft, Painter		28.05
23060 - Aircraft Servicer		25.04
23070 - Aircraft Survival Flight Equipment Technician		28.05
23080 - Aircraft Worker		26.62

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.62
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.40
23110 - Appliance Mechanic	25.78
23120 - Bicycle Repairer	21.54
23125 - Cable Splicer	37.22
23130 - Carpenter, Maintenance	22.91
23140 - Carpet Layer	24.46
23160 - Electrician, Maintenance	28.46
23181 - Electronics Technician Maintenance I	28.20
23182 - Electronics Technician Maintenance II	29.71
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	23.00
23290 - Fire Alarm System Mechanic	23.53
23310 - Fire Extinguisher Repairer	21.54
23311 - Fuel Distribution System Mechanic	30.57
23312 - Fuel Distribution System Operator	24.83
23370 - General Maintenance Worker	19.97
23380 - Ground Support Equipment Mechanic	29.40
23381 - Ground Support Equipment Servicer	25.04
23382 - Ground Support Equipment Worker	26.62
23391 - Gunsmith I	21.54
23392 - Gunsmith II	24.46
23393 - Gunsmith III	27.01
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.81
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.91
23430 - Heavy Equipment Mechanic	26.56
23440 - Heavy Equipment Operator	24.35
23460 - Instrument Mechanic	33.63
23465 - Laboratory/Shelter Mechanic	25.78
23470 - Laborer	16.68***
23510 - Locksmith	25.78
23530 - Machinery Maintenance Mechanic	28.64
23550 - Machinist, Maintenance	23.14
23580 - Maintenance Trades Helper	17.38
23591 - Metrology Technician I	33.63
23592 - Metrology Technician II	35.19
23593 - Metrology Technician III	36.81
23640 - Millwright	29.27
23710 - Office Appliance Repairer	25.78
23760 - Painter, Maintenance	19.07
23790 - Pipefitter, Maintenance	31.08
23810 - Plumber, Maintenance	29.60
23820 - Pneudraulic Systems Mechanic	27.01
23850 - Rigger	27.01
23870 - Scale Mechanic	24.46
23890 - Sheet-Metal Worker, Maintenance	27.32
23910 - Small Engine Mechanic	17.13***
23931 - Telecommunications Mechanic I	31.91
23932 - Telecommunications Mechanic II	33.80
23950 - Telephone Lineman	26.11
23960 - Welder, Combination, Maintenance	21.59
23965 - Well Driller	27.01
23970 - Woodcraft Worker	27.01
23980 - Woodworker	21.54
24000 - Personal Needs Occupations	
24550 - Case Manager	15.95***
24570 - Child Care Attendant	12.35***
24580 - Child Care Center Clerk	15.41***
24610 - Chore Aide	12.53***
24620 - Family Readiness And Support Services Coordinator	15.95***

24630 - Homemaker	16.62***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.66
25040 - Sewage Plant Operator	21.54
25070 - Stationary Engineer	24.66
25190 - Ventilation Equipment Tender	18.34
25210 - Water Treatment Plant Operator	21.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.27***
27007 - Baggage Inspector	15.61***
27008 - Corrections Officer	19.23
27010 - Court Security Officer	19.06
27030 - Detection Dog Handler	17.47
27040 - Detention Officer	19.23
27070 - Firefighter	17.14***
27101 - Guard I	15.61***
27102 - Guard II	17.47
27131 - Police Officer I	23.27
27132 - Police Officer II	25.85
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.13***
28042 - Carnival Equipment Repairer	14.07***
28043 - Carnival Worker	10.22***
28210 - Gate Attendant/Gate Tender	17.74
28310 - Lifeguard	14.81***
28350 - Park Attendant (Aide)	19.86
28510 - Recreation Aide/Health Facility Attendant	14.49***
28515 - Recreation Specialist	23.03
28630 - Sports Official	15.81***
28690 - Swimming Pool Operator	15.97***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.96
29020 - Hatch Tender	26.96
29030 - Line Handler	26.96
29041 - Stevedore I	25.65
29042 - Stevedore II	28.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.26
30022 - Archeological Technician II	20.42
30023 - Archeological Technician III	25.31
30030 - Cartographic Technician	25.31
30040 - Civil Engineering Technician	23.25
30051 - Cryogenic Technician I	28.02
30052 - Cryogenic Technician II	30.96
30061 - Drafter/CAD Operator I	18.26
30062 - Drafter/CAD Operator II	20.42
30063 - Drafter/CAD Operator III	22.77
30064 - Drafter/CAD Operator IV	28.02
30081 - Engineering Technician I	17.14***
30082 - Engineering Technician II	18.78
30083 - Engineering Technician III	21.52
30084 - Engineering Technician IV	26.03
30085 - Engineering Technician V	31.84
30086 - Engineering Technician VI	38.52
30090 - Environmental Technician	27.01
30095 - Evidence Control Specialist	25.31
30210 - Laboratory Technician	23.27
30221 - Latent Fingerprint Technician I	28.02
30222 - Latent Fingerprint Technician II	30.96
30240 - Mathematical Technician	25.31
30361 - Paralegal/Legal Assistant I	19.64
30362 - Paralegal/Legal Assistant II	24.34

30363 - Paralegal/Legal Assistant III	29.77
30364 - Paralegal/Legal Assistant IV	36.02
30375 - Petroleum Supply Specialist	30.96
30390 - Photo-Optics Technician	25.22
30395 - Radiation Control Technician	30.96
30461 - Technical Writer I	25.31
30462 - Technical Writer II	30.96
30463 - Technical Writer III	37.45
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.02
30502 - Weather Forecaster II	34.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.77
30621 - Weather Observer, Senior	(see 2) 25.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	12.84***
31030 - Bus Driver	18.40
31043 - Driver Courier	17.43
31260 - Parking and Lot Attendant	13.56***
31290 - Shuttle Bus Driver	15.28***
31310 - Taxi Driver	13.35***
31361 - Truckdriver, Light	18.68
31362 - Truckdriver, Medium	19.94
31363 - Truckdriver, Heavy	22.62
31364 - Truckdriver, Tractor-Trailer	22.62
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	11.19***
99050 - Desk Clerk	11.57***
99095 - Embalmer	25.60
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	14.28***
99252 - Laboratory Animal Caretaker II	15.30***
99260 - Marketing Analyst	24.07
99310 - Mortician	25.60
99410 - Pest Controller	17.42
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	20.55
99730 - Refuse Collector	16.00***
99810 - Sales Clerk	13.57***
99820 - School Crossing Guard	17.51
99830 - Survey Party Chief	25.94
99831 - Surveying Aide	17.01***
99832 - Surveying Technician	23.28
99840 - Vending Machine Attendant	22.49
99841 - Vending Machine Repairer	27.37
99842 - Vending Machine Repairer Helper	22.49

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "'wash and wear"' materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

The duties of employees under job titles listed are those described in the "'Service Contract Act Directory of Occupations"', Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor I WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4771

Daniel W. Simms Division of I Revision No.: 27
Director Wage Determinations! Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the Executive Order 14026 generally applies to the contract.

If the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: The contractor must pay all covered workers at least \$17.20 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 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract.

The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Jackson, Meigs, Pike, Ross, Scioto, Vinton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.43
01012 - Accounting Clerk II		19.56
01013 - Accounting Clerk III		21.88
01020 - Administrative Assistant		27.95
01035 - Court Reporter		21.05
01041 - Customer Service Representative I		16.09***
01042 - Customer Service Representative II		17.56
01043 - Customer Service Representative III		19.71
01051 - Data Entry Operator I		15.70***

01052 - Data Entry Operator II	17.13***
01060 - Dispatcher, Motor Vehicle	19.70
01070 - Document Preparation Clerk	16.77***
01090 - Duplicating Machine Operator	16.77***
01111 - General Clerk I	14.70***
01112 - General Clerk II	16.04***

01113 - General Clerk III	18.00
01120 - Housing Referral Assistant	23.48
01141 - Messenger Courier	13.72***
01191 - Order Clerk I	15.64***
01192 - Order Clerk II	17.06***
01261 - Personnel Assistant (Employment) I	19.32
01262 - Personnel Assistant (Employment) II	21.61
01263 - Personnel Assistant (Employment) III	24.10
01270 - Production Control Clerk	24.51
01290 - Rental Clerk	14.36***
01300 - Scheduler, Maintenance	18.82
01311 - Secretary I	18.82
01312 - Secretary II	21.05
01313 - Secretary III	23.48
01320 - Service Order Dispatcher	17.61
01410 - Supply Technician	27.95
01420 - Survey Worker	17.19***
01460 - Switchboard Operator/Receptionist	14.60***
01531 - Travel Clerk I	15.84***
01532 - Travel Clerk II	16.89***
01533 - Travel Clerk III	18.02
01611 - Word Processor I	16.77***
01612 - Word Processor II	18.82
01613 - Word Processor III	21.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.42
05010 - Automotive Electrician	18.63
05040 - Automotive Glass Installer	17.60
05070 - Automotive Worker	17.60
05110 - Mobile Equipment Servicer	15.43***
05130 - Motor Equipment Metal Mechanic	19.48
05160 - Motor Equipment Metal Worker	17.60
05190 - Motor Vehicle Mechanic	19.48
05220 - Motor Vehicle Mechanic Helper	14.33***
05250 - Motor Vehicle Upholstery Worker	16.51***
05280 - Motor Vehicle Wrecker	17.60
05310 - Painter, Automotive	18.63
05340 - Radiator Repair Specialist	17.60
05370 - Tire Repairer	17.56
05400 - Transmission Repair Specialist	19.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06***
07041 - Cook I	15.19***
07042 - Cook II	17.32
07070 - Dishwasher	12.44***
07130 - Food Service Worker	11.64***
07210 - Meat Cutter	16.06***
07260 - Waiter/Waitress	13.51***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.20
09040 - Furniture Handler	15.97***
09080 - Furniture Refinisher	24.20
09090 - Furniture Refinisher Helper	18.72
09110 - Furniture Repairer, Minor	21.69
09130 - Upholsterer	24.20
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.00
11060 - Elevator Operator	17.18***
11090 - Gardener	21.03
11122 - Housekeeping Aide	17.18***
11150 - Janitor	17.18***
11210 - Laborer, Grounds Maintenance	16.55***
11240 - Maid or Houseman	13.27***
11260 - Pruner	15.07***
11270 - Tractor Operator	19.52

11330 - Trail Maintenance Worker	16.55***
11360 - Window Cleaner	18.86
12000 - Health Occupations	
12010 - Ambulance Driver	16.52***
12011 - Breath Alcohol Technician	23.32
12012 - Certified Occupational Therapist Assistant	33.23
12015 - Certified Physical Therapist Assistant	31.89
12020 - Dental Assistant	19.07
12025 - Dental Hygienist	36.52
12030 - EKG Technician	31.98
12035 - Electroneurodiagnostic Technologist	31.98
12040 - Emergency Medical Technician	16.52***
12071 - Licensed Practical Nurse I	20.86
12072 - Licensed Practical Nurse II	23.32
12073 - Licensed Practical Nurse III	26.00
12100 - Medical Assistant	17.25
12130 - Medical Laboratory Technician	27.17
12160 - Medical Record Clerk	17.97
12190 - Medical Record Technician	20.60
12195 - Medical Transcriptionist	18.96
12210 - Nuclear Medicine Technologist	48.98
12221 - Nursing Assistant I	14.37***
12222 - Nursing Assistant II	16.18***
12223 - Nursing Assistant III	17.65
12224 - Nursing Assistant IV	19.81
12235 - Optical Dispenser	21.95
12236 - Optical Technician	20.86
12250 - Pharmacy Technician	17.30
12280 - Phlebotomist	17.43
12305 - Radiologic Technologist	31.40
12311 - Registered Nurse I	25.60
12312 - Registered Nurse II	31.32
12313 - Registered Nurse II, Specialist	31.32
12314 - Registered Nurse III	37.89
12315 - Registered Nurse III, Anesthetist	37.89
12316 - Registered Nurse IV	45.41
12317 - Scheduler (Drug and Alcohol Testing)	28.91
12320 - Substance Abuse Treatment Counselor	23.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.15
13012 - Exhibits Specialist II	26.20
13013 - Exhibits Specialist III	32.05
13041 - Illustrator I	21.15
13042 - Illustrator II	26.20
13043 - Illustrator III	32.05
13047 - Librarian	29.01
13050 - Library Aide/Clerk	15.38***
13054 - Library Information Technology Systems Administrator	26.20
13058 - Library Technician	17.49
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.15
13063 - Media Specialist III	23.57
13071 - Photographer I	18.38
13072 - Photographer II	20.57
13073 - Photographer III	25.48
13074 - Photographer IV	31.00
13075 - Photographer V	37.51
13090 - Technical Order Library Clerk	20.09
13110 - Video Teleconference Technician	18.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.40
14042 - Computer Operator II	24.44
14043 - Computer Operator III	27.26
14044 - Computer Operator IV	30.29

14045 - Computer Operator V		33.54
14071 - Computer Programmer I	(see 1)	21.74
14072 - Computer Programmer II	(see 1)	24.27
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		21.40
14160 - Personal Computer Support Technician		30.29
14170 - System Support Specialist		33.54
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.73
15020 - Aircrew Training Devices Instructor (Rated)		39.60
15030 - Air Crew Training Devices Instructor (Pilot)		47.46
15050 - Computer Based Training Specialist/ Instructor		32.73
15060 - Educational Technologist		36.58
15070 - Flight Instructor (Pilot)		47.46
15080 - Graphic Artist		22.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.46
15086 - Maintenance Test Pilot, Rotary Wing		47.46
15088 - Non-Maintenance Test/Co-Pilot		47.46
15090 - Technical Instructor		22.34
15095 - Technical Instructor/Course Developer		27.33
15110 - Test Proctor		18.03
15120 - Tutor		18.03
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.57***
16030 - Counter Attendant		11.57***
16040 - Dry Cleaner		14.34***
16070 - Finisher, Flatwork, Machine		11.57***
16090 - Presser, Hand		11.57***
16110 - Presser, Machine, Drycleaning		11.57***
16130 - Presser, Machine, Shirts		11.57***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.57***
16190 - Sewing Machine Operator		15.35***
16220 - Tailor		16.36***
16250 - Washer, Machine		12.29***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.08
19040 - Tool And Die Maker		28.48
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.04
21030 - Material Coordinator		24.51
21040 - Material Expediter		24.51
21050 - Material Handling Laborer		16.80***
21071 - Order Filler		16.58***
21080 - Production Line Worker (Food Processing)		22.04
21110 - Shipping Packer		19.15
21130 - Shipping/Receiving Clerk		19.15
21140 - Store Worker I		16.08***
21150 - Stock Clerk		21.22
21210 - Tools And Parts Attendant		22.04
21410 - Warehouse Specialist		22.04
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.23
23019 - Aircraft Logs and Records Technician		23.78
23021 - Aircraft Mechanic I		27.94
23022 - Aircraft Mechanic II		29.23
23023 - Aircraft Mechanic III		30.44
23040 - Aircraft Mechanic Helper		20.58
23050 - Aircraft, Painter		26.76
23060 - Aircraft Servicer		23.78
23070 - Aircraft Survival Flight Equipment Technician		26.76
23080 - Aircraft Worker		25.33

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.33
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.94
23110 - Appliance Mechanic	26.76
23120 - Bicycle Repairer	22.23
23125 - Cable Splicer	41.15
23130 - Carpenter, Maintenance	24.29
23140 - Carpet Layer	25.33
23160 - Electrician, Maintenance	32.75
23181 - Electronics Technician Maintenance I	28.11
23182 - Electronics Technician Maintenance II	30.97
23183 - Electronics Technician Maintenance III	32.33
23260 - Fabric Worker	23.78
23290 - Fire Alarm System Mechanic	27.94
23310 - Fire Extinguisher Repairer	22.23
23311 - Fuel Distribution System Mechanic	37.05
23312 - Fuel Distribution System Operator	29.52
23370 - General Maintenance Worker	22.66
23380 - Ground Support Equipment Mechanic	27.94
23381 - Ground Support Equipment Servicer	23.78
23382 - Ground Support Equipment Worker	25.33
23391 - Gunsmith I	22.23
23392 - Gunsmith II	25.33
23393 - Gunsmith III	27.94
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.12
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.29
23430 - Heavy Equipment Mechanic	27.38
23440 - Heavy Equipment Operator	25.44
23460 - Instrument Mechanic	27.94
23465 - Laboratory/Shelter Mechanic	26.76
23470 - Laborer	16.80***
23510 - Locksmith	26.76
23530 - Machinery Maintenance Mechanic	30.08
23550 - Machinist, Maintenance	19.76
23580 - Maintenance Trades Helper	16.81***
23591 - Metrology Technician I	27.94
23592 - Metrology Technician II	29.23
23593 - Metrology Technician III	30.44
23640 - Millwright	33.83
23710 - Office Appliance Repairer	26.76
23760 - Painter, Maintenance	23.14
23790 - Pipefitter, Maintenance	33.63
23810 - Plumber, Maintenance	32.16
23820 - Pneudraulic Systems Mechanic	27.94
23850 - Rigger	27.94
23870 - Scale Mechanic	25.33
23890 - Sheet-Metal Worker, Maintenance	27.94
23910 - Small Engine Mechanic	23.11
23931 - Telecommunications Mechanic I	31.92
23932 - Telecommunications Mechanic II	33.41
23950 - Telephone Lineman	29.89
23960 - Welder, Combination, Maintenance	22.94
23965 - Well Driller	27.94
23970 - Woodcraft Worker	27.94
23980 - Woodworker	22.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.79
24570 - Child Care Attendant	12.55***
24580 - Child Care Center Clerk	15.64***
24610 - Chore Aide	13.64***
24620 - Family Readiness And Support Services Coordinator	17.79

24630 - Homemaker	17.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.41
25040 - Sewage Plant Operator	23.54
25070 - Stationary Engineer	32.41
25190 - Ventilation Equipment Tender	23.91
25210 - Water Treatment Plant Operator	23.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.96
27007 - Baggage Inspector	16.38***
27008 - Corrections Officer	27.04
27010 - Court Security Officer	24.75
27030 - Detection Dog Handler	18.32
27040 - Detention Officer	27.04
27070 - Firefighter	22.47
27101 - Guard I	16.38***
27102 - Guard II	18.32
27131 - Police Officer I	25.23
27132 - Police Officer II	28.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.23***
28042 - Carnival Equipment Repairer	17.14***
28043 - Carnival Worker	12.78***
28210 - Gate Attendant/Gate Tender	17.79
28310 - Lifeguard	12.93***
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.52***
28515 - Recreation Specialist	24.33
28630 - Sports Official	15.84***
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.32
29020 - Hatch Tender	30.32
29030 - Line Handler	30.32
29041 - Stevedore I	28.60
29042 - Stevedore II	31.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	47.13
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.51
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.79
30021 - Archeological Technician I	20.96
30022 - Archeological Technician II	23.44
30023 - Archeological Technician III	29.05
30030 - Cartographic Technician	29.05
30040 - Civil Engineering Technician	27.81
30051 - Cryogenic Technician I	32.16
30052 - Cryogenic Technician II	35.52
30061 - Drafter/CAD Operator I	20.96
30062 - Drafter/CAD Operator II	23.44
30063 - Drafter/CAD Operator III	26.13
30064 - Drafter/CAD Operator IV	32.16
30081 - Engineering Technician I	18.21
30082 - Engineering Technician II	20.44
30083 - Engineering Technician III	22.86
30084 - Engineering Technician IV	28.33
30085 - Engineering Technician V	34.65
30086 - Engineering Technician VI	41.92
30090 - Environmental Technician	26.25
30095 - Evidence Control Specialist	29.05
30210 - Laboratory Technician	28.20
30221 - Latent Fingerprint Technician I	32.16
30222 - Latent Fingerprint Technician II	35.52
30240 - Mathematical Technician	29.05
30361 - Paralegal/Legal Assistant I	20.15
30362 - Paralegal/Legal Assistant II	24.96

30363 - Paralegal/Legal Assistant III	30.53
30364 - Paralegal/Legal Assistant IV	36.94
30375 - Petroleum Supply Specialist	35.52
30390 - Photo-Optics Technician	29.05
30395 - Radiation Control Technician	35.52
30461 - Technical Writer I	28.02
30462 - Technical Writer II	34.28
30463 - Technical Writer III	41.47
30491 - Unexploded Ordnance (UXO) Technician I	29.96
30492 - Unexploded Ordnance (UXO) Technician II	36.25
30493 - Unexploded Ordnance (UXO) Technician III	43.44
30494 - Unexploded (UXO) Safety Escort	29.96
30495 - Unexploded (UXO) Sweep Personnel	29.96
30501 - Weather Forecaster I	32.16
30502 - Weather Forecaster II	39.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 26.13
30621 - Weather Observer, Senior	(see 2) 29.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.25
31020 - Bus Aide	16.25***
31030 - Bus Driver	22.24
31043 - Driver Courier	17.11***
31260 - Parking and Lot Attendant	14.34***
31290 - Shuttle Bus Driver	15.44***
31310 - Taxi Driver	13.07***
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	20.11
31363 - Truckdriver, Heavy	24.64
31364 - Truckdriver, Tractor-Trailer	24.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.67
99030 - Cashier	11.96***
99050 - Desk Clerk	13.07***
99095 - Embalmer	30.72
99130 - Flight Follower	29.96
99251 - Laboratory Animal Caretaker I	15.97***
99252 - Laboratory Animal Caretaker II	16.78***
99260 - Marketing Analyst	29.56
99310 - Mortician	30.72
99410 - Pest Controller	20.58
99510 - Photofinishing Worker	15.74***
99710 - Recycling Laborer	21.79
99711 - Recycling Specialist	25.84
99730 - Refuse Collector	19.80
99810 - Sales Clerk	14.03***
99820 - School Crossing Guard	17.76
99830 - Survey Party Chief	24.63
99831 - Surveying Aide	16.32***
99832 - Surveying Technician	22.39
99840 - Vending Machine Attendant	23.01
99841 - Vending Machine Repairer	28.25
99842 - Vending Machine Repairer Helper	23.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The

minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "'wash and wear"' materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

The duties of employees under job titles listed are those described in the "'Service Contract Act Directory of Occupations"', Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Attachment J-8
Performance Guarantee Agreement

PPPO TECHNICAL SUPPORT SERVICES – FINAL RFP
Solicitation No. 89303324REM000120

SECTION L

Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract TBD for the (Contract) dated TBD, by and between the Government and Enterprise Technical Assistance Services, Inc. (Contractor), the undersigned, Professional Project Services, Inc. (Guarantor), a corporation incorporated in the State of Tennessee with its principal place of business 1100 Bethel Valley Road, Oak Ridge, TN 37830 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

PPPO TECHNICAL SUPPORT SERVICES – FINAL RFP
Solicitation No. 89303324REM000120

SECTION L

any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

April 8, 2024

Date
Professional Project Services, Inc.

Name of Corporation


Sherry L. Browder, CEO & President

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor


Mark Haub, CFO

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal



ATTACHMENT J-9 - GOVERNMENT FURNISHED SERVICES AND INFORMATION (GFS/I)

Y - Represents the Government Furnished Equipment/Software/Services the infrastructure Support Services (ISS) Contractor/ shall provide to others.

PADUCAH				
Equipment/Software/Service	ISS	Deactivation	TSS Contractor	DOE
Cell/Blackberry/Smartphone equipment	Y			
Mobile Device Management service	Y	Y		
Copier equipment	Y		Y	Y
Copier maintenance	Y		Y	Y
Copier - toner	Y		Y	Y
Copier - paper & other media	Y		Y	Y
Printer equipment	Y		Y	Y
Printer consumables (toner, etc.)	Y		Y	Y
Printer paper	Y		Y	Y
Computer hardware	Y			
Computer core software (PC)	Y	Y		
FAX hardware and consumables	Y		Y	Y
Pager service	Y	Y	Y	Y
Telephone service	Y	Y	Y	Y
Internet service	Y	Y		Y
Local Area Net installation	Y	Y	Y	Y
Local Area Net administration	Y	Y		
Data line PGDP to PORTS (DS3)				Y
Video conferencing equipment	Y	Y	Y	Y
Video conferencing service	Y	Y	Y	Y
Help Desk service	Y	Y		
Computer User Support	Y	Y		
Computer System Administration	Y	Y		
Computer Application Administration	Y	Y		
Data Base Administration	Y	Y		
Computer equipment install & repair	Y	Y		
System Analysis & Programming	Y	Y		
Cyber Security oversight	Y	Y		

PORTSMOUTH				
Equipment/Software/Service	ISS	D&D	TSS Contractor	DOE
Cell/Blackberry equipment	Y	Y		
Cell/Blackberry service	Y	Y		
Copier equipment	Y	Y	Y	Y
Copier maintenance	Y	Y	Y	Y
Copier - toner	Y	Y	Y	Y
Copier - paper & other media	Y	Y	Y	Y
Printer equipment	Y	Y	Y	Y
Printer consumables (toner, etc.)	Y	Y	Y	Y
Printer paper	Y	Y	Y	Y
Computer hardware	Y	Y		
Computer utility software (PC)	Y	Y		
FAX hardware and consumables	Y	Y	Y	Y
Pager service	Y	Y	Y	Y
Telephone service	Y	Y	Y	Y
Internet service	Y	Y		Y
Local Area Net installation	Y	Y	Y	Y
Local Area Net administration	Y	Y		
Data line PORTS to PGDP (DS3)				Y
Video conferencing equipment	Y	Y	Y	Y
Video conferencing service	Y	Y	Y	Y
Help Desk service	Y	Y		
Computer User Support	Y	Y		
Computer System Administration	Y	Y		
Computer Application Administration	Y	Y		
Data Base Administration	Y	Y		
Computer equipment install & repair	Y	Y		
System Analysis & Programming	Y	Y		
Cyber Security oversight	Y	Y		