SOLICITATION, OFFER AND AWARD

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

RATING

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
89303322DEM000077	89303320REM000077	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	06/02/2021	22EM001505

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		See Section L.10 (c)

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

SOLICITATION

9. Sealed offers in original and See Section L.10 (c) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET (Hour) local time 07/19/2021 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	John M. Blecher	513	744-0980		john.blecher@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 355 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	7/13/2021	0003	7/21/2021
	0002	7/20/2021		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Salado Isolation Mining Contractors, LLC Attn: Renee Tucker 12011 Sunset Hills Rd, Suite 110 Reston, VA 201905919 **(MOD 3)**			James N. Taylor Chairman of Tularosa Basin Range Services, LLC

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE [redacted]	18. OFFER DATE
703	429-6140				8/3/2021

AWARD (To be completed by government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )		

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

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
Travis R. Taggart	TRAV S TAGGART Digitallly signed by TRAV S TAGGART Date: 2022.07.11 12:13:47 -04'00' (Signature of Contracting Officer)	7/11/2022

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

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

Salado Isolation Mining Contractors, LLC **(MOD 3)**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	UEI: MHKNRXGKKTS6 Accounting Info: 01250-2022-33-490801-25400-1110954-0000442-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 33 Report Entity: 490801 Object Class: 25400 Program: 1110954 Project: 0000442 WFO: 0000000 Local Use: 0000000				
00001	Contractor Transition August 1, 2022 - October 31, 2022 Delivery: 07/11/2022				4,993,004.00
00002	Base Contract Period February 4, 2023 – November 7, 2026 Line item value is: $1,023,253,687.61 ~~982,588,339.39~~ Incrementally funded mount: $444,253,279.81 ~~434,317,010.42~~ ~~311,486,793.26~~**(MODs 01, 02, 04, 05, 06, 07, 08, 09, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 33, 34)**				1,023,253,687.61 ~~982,588,339.39~~
00003	Option Contract Period August 1, 2026 - July 31, 2027 Amount: $264,330,779.00(Option Line Item)				264,330,779.00
00004	Option Contract Period August 1, 2027 - July 31, 2028 Amount: $269,437,838.00(Option Line Item)				269,437,838.00
00005	Option Contract Period August 1, 2028 - July 31, 2029 Amount: $274,647,038.00(Option Line Item)				274,647,038.00
00006	Option Contract Period August 1, 2029 - July 31, 2030 Amount: $279,960,422.00(Option Line Item)				279,960,422.00
00007	Option Contract Period August 1, 2030 - July 31, 2031 Amount: $285,380,074.00(Option Line Item)				285,380,074.00

NAME OF OFFEROR OR CONTRACTOR

Salado Isolation Mining Contractors, LLC **(MOD 3)**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00008	Option Contract Period August 1, 2031 - July 31, 2032 Amount: $290,908,119.00(Option Line Item)				290,908,119.00
00009	Capital Asset Project - 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) November 1, 2022 - May 16, 2024 Line Item value is: $134,413,204.00 ~~128,668,734.00~~ Incrementally funded amount: $118,612,623.62 ~~111,713,081.69~~ **(MODs 01, 02, 04, 05, 06, 10, 13, 21, 23, 33)**				134,413,204.00 ~~128,668,734.00~~
00010	Capital Asset Project - 15-D-412 Utility Shaft (US) project November 4, 2022 - December 16, 2024 Line item value is: $85,450,275.09 ~~68,326,689.28~~ Incrementally funded amount: $84,475,881.58 ~~69,185,429.42~~ **(MODs 01, 02, 04, 05, 06, 10, 15, 21, 23, 33)**				85,450,275.09 ~~68,326,689.28~~
00011	Capital Asset Project - 21-D-401 Hoisting Capability November 1, 2022 - July 31, 2026 Line item value is: $149,414,062 Incrementally funded amount: $1,000,000.00 **(MOD 04, 05, 13)**				149,414,062.00
00012	Capital Asset Project - Option - 21-D-401 Hoisting Capability August 1, 2026 - December 16, 2026 Amount: $19,335,938.00(Option Line Item)				19,335,938.00

NAME OF OFFEROR OR CONTRACTOR

Salado Isolation Mining Contractors, LLC **(MOD 3)**

00013	IDIQ Scope				100,000,000.0

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

(Modified in MODs 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 53,54,55,56,57,58,60,62, 63, 64,67,68,69,70,71,72,73,74,75, 76,79,80,82,84,86,88, 89,91,92,93,95,96,97,98,100,101,102,103,104,105)

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B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

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

B.2 TYPE OF CONTRACT

This is a performance-based, Cost-Plus-Award-Fee (CPAF) Management and Operating (M&O) contract with an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract Line Item Number (CLIN). DOE reserves the right to issue any Task Order types as needed.

The Contract Transition Period is the 90 day period beginning with issuance of the Notice to Proceed. The Transition Period is as defined in Section F clause *Period of Performance*. Transition costs are non-fee bearing.

Payment of fee for the management and operation of the Waste Isolation Pilot Plant (WIPP) and the line item Capital Asset Projects, both for the Base Period (excluding Transition), and Option Period(s), if exercised, will be made in accordance with Section B clause DOE-B-7006 *Provisional Payment of Performance Fee* and Section J Attachment entitled "Performance Evaluation and Measurement Plan (PEMP)".

Work under the IDIQ CLIN 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 below, on a schedule to be specified by the Government in accordance with the Contract Section I clause, FAR 52.216-22, Indefinite Quantity.

B.3 TRANSITION COST, ANTICIPATED FUNDING, AND TOTAL AVAILABLE PERFORMANCE FEE (MODs 14, 24, 46, 56,71,80,84)

(a) Contract Transition Activities

The transition activities shall be conducted during the period specified in the clause in Section F entitled "Period of Performance" and shall be performed in accordance with Section C.1- "Contractor Transition" on a cost-reimbursement basis, and no fee shall be paid for these activities. The CO may extend the cost-reimbursement transition period if the contractor is unable to assume full responsibility within the 90 days allotted. Contractor may start baseline development during the transition period. The total estimated cost of the transition period is shown below.

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CLIN	CLIN Title	Estimated Cost	Total Available Fee	Total
00001	Contractor Transition (PWS Section C.1)	$4,993,004.00	N/A	$4,993,004.00

(b) Total Available Performance Fee

The total available performance fee for the base period of the contract, beginning November 1, 2022, Capital Asset Projects and the option periods, if exercised, is shown below.

Table B.1 (MOD 24, 46,71,100)

CLIN Title	Performance Fee Cap Percentage (%)	Total Available Performance Fee	IDIQ Maximum Quantity
00001- Contract Transition 90 Days (PWS Section C.1)	N/A	N/A	
Base Period			
00002- Base Contract Period February 4, 2023 - September 30, 2026 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$45,762,477	
Option Periods			
00003- Option Contract Period October 1, 2026 – September 30, 2027 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$14,349,002	
00004- Option Contract Period October 1, 2027 – September 30, 2028 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$13,360,481	
00005- Option Contract Period October 1, 2028 – September 30, 2029 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$13,618,787	
00006- Option Contract Period October 1, 2029 – September 30, 2030 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$13,882,259	
00007- Option Contract Period October 1, 2030 – September 30, 2031 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$14,151,001	
00008- Option Contract Period October 1, 2031 – November 7, 2032 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	$14,425,117	

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Capital Asset Projects			
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) February 4, 2023 – August 25, 2025 (PWS Section: C.5.1.1)	6%	$6,510,580	
00010- 15-D-412 Utility Shaft (US) project February 4, 2023 – July 22, 2025 (PWS Section: C.5.1.2)	6%	$5,055,173	
00011- 21-D-401 Hoisting Capability February 4, 2023 – September 30, 2026 (PWS Section: C.5.1.3)	6%	$1,178,163	
00012- Option- 21-D-401 Hoisting Capability October 1, 2026 – March 19, 2027 (PWS Section: C.5.1.3)	6%	$2,626,499	
00013- IDIQ Scope (PWS Section: C.8)	N/A	N/A	$100,000,000.00

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All fee for this contract is performance-based and at risk. There is no Base Fee for this contract. Since the total available performance fee for each period has been established, there will be no negotiation of total available performance fee at the beginning of each fiscal year. Except with the provisions in B.5. The total available performance fee for each year is provided by the contractor in Table B.1. The Anticipated Funding and the Annual Fee Base for the Base Period, Capital Asset Projects and the Option Periods are as follows:

In accordance with Contract Clause H.23 DOE-H_7014 Standards of Contractor Performance Evaluation (SEP 2017), Contract Clause I.227, DEAR 970.5243-1 Changes (JUL 2009), and FAR 43.103(a)(3) Mutual Agreement of the Parties, the purpose of this modification is to incorporate the Fiscal Year 2026 (FY26) Performance Evaluation and Measurement Plan (PEMP) at contract Section J, J-3.

Table B.2 (MOD 24, 46,71,100)

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CLIN	Anticipated Funding*	Estimated Annual Fee Base**
00001- Contract Transition 90 Days	See Note below table.	N/A
Base Period		
00002- Base Contract Period February 4, 2023 – September 30, 2023	$163,700,802	$135,289,183
00002- Base Contract Period October 1, 2023 – September 30, 2024	$249,521,932	$206,215,350
00002- Base Contract Period October 1, 2024 – September 30, 2025	$254,415,118	$210,259,283
00002- Base Contract Period October 1, 2025 – September 30, 2026	$255,243,784	$210,944,129
Sub-CLIN (for Funding from Other than CBFO)		
00002-01 Base Contract Period February 4, 2023-September 30, 2023	$78,214,084.71	N/A

00002-02 Base Contract Period October 1, 2023-September 30, 2024	$60,964,699.59	N/A
00002-03 Base Contract Period October 1, 2024-September 30, 2025	$32,848,002.57	N/A
00002-04 Base Contract Period October 1, 2025-September 30, 2026	$	N/A
Option Periods		
00003- Option Contract Period October 1, 2026 – September 30, 2027	$289,373,739	$239,150,033
Sub-CLIN (for Funding from Other than CBFO)		
00003-01 Option Contract Period October 1, 2026-September 30, 2027	$	N/A
00004- Option Contract Period October 1, 2027 – September 30, 2028	$269,437,838	$222,674,687
Sub-CLIN (for Funding from Other than CBFO)		
Sub-CLIN 00004-01 Option Contract Period October 1, 2027-September 30, 20208		N/A
00005- Option Contract Period October 1, 2028 – September 30, 2029	$274,647,038	$226,979,788
Sub-CLIN (for Funding from Other than CBFO)		
Sub-CLIN00005-01 Option Period October 1, 2028-September 30, 2029		N/A
00006- Option Contract Period October 1, 2029 – September 30, 2030	$279,960,422	$231,370,990
Sub-CLIN (for Funding from Other than CBFO)		
Sub-CLIN 00006-01 Option Contract Period October 1, 2029-September 30, 2030		N/A
00007- Option Contract Period October 1, 2030 – September 30, 2031	$285,380,074	$235,850,017
Sub-CLIN (for Funding from Other than CBFO)		
Sub-CLIN 00007-01 Option Contract Period October 1, 2030-September 30, 2031		N/A
00008- Option Contract Period October 1, 2031 – November 7, 2032	$290,908,119	$240,418,624
Sub-CLIN (for Funding from Other than CBFO)		
Sub-CLIN 00008-01 Option Contract Period October 1, 2031-November 7, 2032		N/A
Capital Asset Projects		
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) February 4, 2023 – September 30, 2023	$61,409,638	$50,765,301
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) October 1, 2023 to September 30, 2024	$41,111,172	$34,015,383

00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) October 1, 2024 to August 25, 2025	$28,678,974	$23,728,983
00010- 15-D-412 Utility Shaft (US) project February 4, 2023 – September 30, 2023	$23,423,045	$19,363,050
00010- 15-D-412 Utility Shaft (US) project October 1, 2023 – September 30, 2024	$47,556,084	$39,302,250
00010- 15-D-412 Utility Shaft (US) project October 1, 2024 – September, 30, 2025	$28,000,000	$23,167,200
00010- 15-D-412 Utility Shaft (US) project October 1, 2025 – September 30, 2026	$2,925,296	$2,420,390
00011- 21-D-401 Hoisting Capability February 4, 2023 – September 30, 2023	$12,819,214	$10,597,217
00011- 21-D-401 Hoisting Capability October 1, 2023 – September 30, 2024	$0	$0
00011- 21-D-401 Hoisting Capability October 1, 2024 – September 30, 2025	$7,500,604	$6,205,500
00011- 21-D-401 Hoisting Capability October 1, 2025 – September 30, 2026	$3,428,359	$2,833,333
00012-Option-21-D-401 Hoisting Capability October 1, 2026-March 19, 2027	$52,968,132	$43,774,983
IDIQ CLIN		
00013-IDIQ Scope	**N/A**	**N/A**

*Anticipated Funding is defined as total estimated cost, and total available performance fee. Non-CBFO funding will be assigned to Sub-CLIN under CLIN0002 and per H.80 to ensure this funding is delineated from the CBFO funding. The anticipated funding provided in Table B.2 is subject to the appropriations of Congress and is not a guarantee that the funding will be provided or obligated in the amounts stated.

** The Estimated Annual Fee Base is the Anticipated Funding less estimated fee base exclusions such as state taxes, a portion of significant subcontractor costs and less performance fee.

Note: The funding for the 90-day transition period is included with the operational funding for the same period.

In the implementation of the Section I Clause entitled "DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount", both Parties have agreed that the total available performance fee that may be earned by the Contractor in each performance period in accordance with the provisions of B.5 entitled "Provisional Payment of Performance Fee" and Section J Attachment entitled "Performance Evaluation and Measurement Plan (PEMP)", for the performance of the work under this contract as stated in Section B- Table B.1 above.

At the end of each performance period specified above, there shall be no adjustment in the amount of the total available performance fee based on differences between the estimated annual fee base and the actual fee base resulting from performance of the work. Total Available Performance Fee is subject to adjustment only under the provisions of the clause

in Section I entitled FAR 52.243-2 "Changes – Cost Reimbursement"; and, for a plus or minus 15% change in the estimated annual fee base. An adjustment in total available performance fee shall not be negotiated for any amount within the plus or minus 15% change threshold from the estimated annual fee base. If an adjustment in the total available performance fee is necessary in accordance with this subparagraph, the revised total available performance fee shall be calculated utilizing the adjusted estimated annual fee base and maintaining the same fee ratio proposed (i.e., proposed vs. maximum) by the Contractor in Table B.1 for the applicable performance period to which an adjustment is to be made.

The annual performance fee pool will not be separated by CLIN or project prior to PEMP development. All available performance fee for each performance year will be in a single fee pool and allocated to the work by the Contracting Officer.

B.4 DOE-B-7002 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS (SEP 2017) (MODs 14, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 47, 48, 50,51,52,53,54,55,57,60,62,63,64,67,68,69,70,73, 74,75,76,79,82,86,88,89,91,92,95,96,97,98,101,102,103,104,105)

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The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds".

Total obligations are increased by $~~1,093,766.00~~62,261,689.80, from $~~1,884,164,022.99 to $~~1,885,257,788.99 to $2,515,400,053.57.

B.5 DOE-B-7006 PROVISIONAL PAYMENT OF PERFORMANCE FEE (SEP 2017) (REVISED) (MODs 14, 72)

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

Earned fee for the Performance Based Incentives specified in the Performance Evaluation and Measurement Plan(s) and Cost, Schedule and Management Award Fee criteria is provisional until the line item capital asset projects 15-D-411 Safety Significant Confinement Ventilation System (SSCVS), 15-D-412 and Utility Shaft (US) project) projects are both complete.

The overall Capital Asset Project performance (Estimate at Completion [EAC] ≤ Contract Budget Base (CBB) [Performance Measurement Baseline {PMB} plus Management Reserve {MR}]) must be maintained and the SSCVS project completion date (PMB CD-4) of August 25, 2025 and US project completion date of March 6, 2026 must be met, otherwise the Cost, Schedule and Management award fee criteria will be rated no higher than Satisfactory, and only up to 50% of the individual Capital Asset Project PBI metric/milestone fees can be earned. DOE retains sole discretion to determine assignment and acceptance of realized risk.

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B.6 ALLOWABILITY OF SUBCONTRACTOR FEE (MOD 58)

(a) If the Contractor has formed and performs the Contract as a teaming arrangement as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying contract. Separate, additional, subcontractor fee is not an allowable cost 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; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions,* if the subcontract price is fair and reasonable

B.7 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014) (REVISED)

(a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries or Performance) to require the Contractor to perform the work set out by Section C, Performance Work Statement of the contract. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.

(b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

If the line item capital asset projects (SSCVS, US project) are completed under cost and ahead of schedule, and the Cost, Schedule and Management Award Fee criteria are rated in the aggregate at least at the Good rating in each rating period (e.g., annually) in the contract base period of performance, the Government will exercise up to three one-year option periods concurrently in recognition of successful Line Item CAP performance.

(c) The Estimated Annual Fee Base and Total Available Performance Fee of each option are set forth in B.3, TRANSITION COST, ANTICIPATED FUNDING, AND TOTAL AVAILABLE PERFORMANCE FEE. The associated Period of Performances of each option are set forth in Section F Clause entitled, Period of Performance.

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MODs 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48,50,51,52,53,54,55,56,57,58,60, 62,63,64,67,68,69,70,71,72,73,74, 75,76,76,79,80,82,84,86,88,89,91, 92,93,95,96,97,98,100,101,102, 103,104,105

B.8 IDIQ CLIN MINIMUM AND MAXIMUM VALUE OF SERVICES (APPLIES TO IDIQ CLIN ONLY)

(a) The IDIQ CLIN on this contract is ancillary to contract performance. The guaranteed minimum value of tasks to be issued is $1,000.00. The guaranteed minimum value is satisfied upon issuance of the Notice to Proceed for CLIN 00001- Contract Transition. Therefore, DOE is not required to issue any task orders under this contract.

(b) The maximum value of task orders to be issued is $100,000,000.00.

B.9 DOE-B-2015 TASK ORDER FEE/PROFIT CEILING (OCT 2014) (REVISED) (APPLIES TO IDIQ CLIN ONLY)

(a) 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 not to exceed 6% of the estimated cost percent of the estimated cost. There is no base fee available under CPAF task orders.

(b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.

(c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S and FAR 15.404-4(c)(4)(i).

SECTION C

PERFORMANCE WORK STATEMENT

(Modified in MODs 14,32,39,46,66,**72)**

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SECTION C

PERFORMANCE WORK STATEMENT

C.0 OVERVIEW (MOD 46)

A contract is required to manage and operate the United States Department of Energy (DOE) Waste Isolation Pilot Plant (WIPP) and implement portions of the DOE National Transuranic (TRU) Waste Program (NTP) as directed by the DOE Carlsbad Field Office (CBFO). The Contractor's portions of the NTP are described in Section C.2, *Central Characterization Project (CCP)* and Section C.3, *Transportation* of this PWS. WIPP's mission is the permanent disposal of defense-generated TRU waste.

WIPP is located in a 16 square mile (approximately 10,240 acre) area owned by the DOE, as authorized by Public Law 102-579, the *WIPP Land Withdrawal Act (LWA)*, as amended by Public Law 104-201 (H.R. 3230, 104th Congress), within Southeastern New Mexico. The WIPP site includes surface facilities and a geological repository located 2,150 feet below the surface. The Property Protection Area (PPA) at the WIPP site within the LWA area encloses approximately 35 acres and includes the majority of the buildings and structures. The area outside the fenced PPA consists mainly of otherwise undeveloped, high-desert terrain. Several administrative offices associated with WIPP and NTP administration are located in the city of Carlsbad, approximately 25 miles west of the WIPP site.

CBFO is responsible for administration of this contract and management of the NTP. The DOE Assistant Secretary for the Office of Environmental Management (EM) provides program direction to the CBFO. In addition to the WIPP Management and Operating (M&O) Contractor (hereafter referred to as "the Contractor"), the following contractor organizations constitute the CBFO Program Participants, along with other entities, for which CBFO provides funding to execute WIPP and NTP mission activities. Sandia National Laboratories – Carlsbad Programs Group (SNL-CPG) performs for CBFO the scientific studies and computational activities associated with the long-term performance of the WIPP. Los Alamos National Laboratory – Carlsbad Operations (LANL-CO) provides technical expertise on TRU waste characterization, acceptable knowledge, waste inventory to CBFO, and TRU waste generator site interface. The Carlsbad Technical Assistance Contractor (CTAC) provides technical, quality assurance, and administrative support to the CBFO, with the emphasis on conducting assessments and operational oversight. Other organizations are funded by the CBFO through assistance agreements and work authorizations agreements to perform specific tasks related to the WIPP mission. The relationship and interfaces between the WIPP M&O contractor with WIPP and NTP and CBFO program participants/other entities, including the processes for assistance and work authorization (WA) agreements, are described in Section J, Attachment J-7 Site Services and Interface Requirements.

In 1992, Congress passed the WIPP LWA which serves as a concise record of the steps required to establish WIPP, the major institutions involved, and basic requirements for disposal and decommissioning activities. The WIPP LWA established the Environmental Protection Agency (EPA) as the primary regulator for WIPP with responsibility for evaluating and verifying that WIPP safely isolates TRU waste and protects human health and the environment. A dual regulatory framework exists for mixed-waste. The State of New Mexico's authority to regulate

the hazardous waste at WIPP is governed under the New Mexico Hazardous Waste Act (HWA) and the Resource Conservation and Recovery Act (RCRA). Under RCRA, the State of New Mexico is authorized to operate in lieu of the EPA; EPA does not regulate radioactive mixed wastes in those States with an authorized program. New Mexico is authorized by EPA under 50 Fed Reg 1515 (January 11, 1985). New Mexico implements this authority under the HWA, NMSA 1978, §74-4-1 et seq (Repl. Pamp. 2000). The specific New Mexico state agency that regulators hazardous waste at WIPP is the Hazardous Waste Bureau of the New Mexico Environment Department (NMED).

The EPA issued regulatory standards for waste containment (40 Code of Federal Regulations (CFR) 191) and WIPP specific criteria (40 CFR 194) that require DOE to provide information demonstrating that the standards are being met. The Compliance Certification Application (CCA) and the recurrent Compliance Recertification Application (CRA) document(s) WIPP's ability to meet EPA's requirements for waste containment. A new CRA is required for WIPP every five years by the LWA. CRA 2019 was submitted to EPA and is pending approval. Until a new application is recertified, the conditions and limitations of the prior application remain in effect.

The EPA certified the WIPP on May 18, 1998, and the disposal phase began on March 26, 1999, when the first shipment of waste was received. The disposal of mixed-TRU waste was authorized with the issuance of the WIPP Hazardous Waste Facility Permit (HWFP-WIPP's RCRA Permit) by the NMED. This permit was originally issued on October 28, 1999 and is required to be renewed every ten years. A renewal application was submitted March 2020 and is pending. Until a new permit is issued, the conditions and limitations of the prior permit remain in effect. The Waste Analysis Plan (WAP), contained in the WIPP HWFP, specifies TRU waste characterization activities to be carried out at TRU waste generator/storage sites. TRU waste has been and shall continue to be shipped to WIPP from DOE Large Quantity Sites (LQS) and from Small Quantity Sites (SQS). TRU waste may be shipped inter-site for centralization, characterization, and/or treatment.

TRU waste shall be disposed of through the life of waste operations at the WIPP facility. Following the disposal phase (DOE plans to close the repository when WIPP achieves a volume capacity of 175,600 cubic meters (6.2 million cubic feet) of TRU waste), the WIPP facility will enter its decommissioning phase estimated to last approximately five years. During the decommissioning phase the WIPP facility will be decontaminated and decommissioned, and the shafts will be back-filled and sealed.

In the post-decommissioning phase, active institutional controls will be employed for at least 100 years to prevent human intrusion into the repository. Passive institutional controls including permanent markers shall warn future societies of the location and hazards of the disposal site.

C.0.1 Contract Purpose and Objectives

The purpose of this contract is to manage, operate and maintain the WIPP and to perform activities in support of the DOE's NTP at locations directed by CBFO and as described in Sections C.2 and C.3. The overall objectives of WIPP are to operate safely and dispose of TRU waste, in a manner that is protective of human health and the environment and in compliance with WIPP program requirements and support the NTP by providing safe and compliant characterization and certification for transport, receipt, and disposal of TRU wastes at WIPP. The

Contractor shall optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce EM's environmental liabilities.

The Contractor is responsible for the performance of the entire scope under the Contract including defining the specific methods, innovations, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this PWS. When a graded approach is being used, prior approval must have been granted by the CBFO Contractor Officer's Representative (COR)/Contracting Officer (CO). The Contractor shall ensure that its management approach and execution of the work comply with all current applicable laws, regulations, and DOE directives as identified in Section J Attachment, entitled *Requirements Sources and Implementing Documents*. During the conduct of authorized work scope, the Contractor shall also comply with all regulatory decision documents (e.g., Permit Modification Requests for WIPP HWFP, Planned Change Notices and Planned Change Requests for EPA certification) in effect for the WIPP site. The Contractor is responsible for the oversight and management of its subcontractors.

The Contractor shall, to the maximum extent practicable, implement improvements to work processes, procedures, and technologies throughout the contract period of performance. This would include the addition of new/non-traditional entities into teaming arrangements or subcontracting agreements. New and/or non-traditional firms would have differing processes and ideas that, via inclusion into a contractor team, would help ensure that the best of industry practices are employed, allowing for efficient advancement of the DOE cleanup mission, and reduction to DOE financial liabilities and environmental risk.

C.0.2 Contractor Performance and Key Requirements

The Contractor shall achieve safe, cost-effective TRU waste characterization/certification and transportation in support of the NTP, and safe, cost-effective operation of the WIPP, including disposal of TRU waste while meeting all regulatory milestone dates. The Contractor shall accomplish work in a safe, secure, integrated, effective and efficient manner and shall cooperate in seeking elimination of as many unnecessary requirements as possible while continuing to maintain compliance throughout performance of this Contract. The Contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this PWS.

This contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize "how to" performance descriptions. The Contractor has the responsibility for total performance under this contract, including determining the specific methods for accomplishing the work.

The Contractor shall provide the programs and personnel to ensure the safe conduct of all operations, management including project management, and oversight functions for the WIPP site and the NTP as described in this PWS. The Contractor shall ensure programs and processes are in place to provide for personnel safety and health, protection of the environment, and application of Quality Assurance (QA) for its own organization, and its subcontractors; and, to ensure the safety and health of DOE, DOE support contractors, and other personnel including

visitors at the WIPP site. The Contractor shall also ensure emergency response services are provided and available to all site tenants and shall be responsible for the Emergency Operations Center(s).

The Contractor shall support TRU waste generator/storage sites commitments to corresponding federal, state, and local agencies. These commitments currently include:

- Idaho Settlement Agreement and other agreements with Idaho Department of Environmental Quality (IDEQ) for newly generated wastes.
- Oak Ridge Site Treatment Plan and other agreements with the State of Tennessee.
- Hanford Tri-Party Agreement.
- South Carolina Department of Health and Environmental Control (SCDHEC) Agreement with the Savannah River Site (SRS) for newly generated wastes.
- LANL Agreements with NMED for newly generated wastes.

The Contractor shall periodically support conferences, workshops and symposiums to share knowledge, experiences, and lessons learned with national and international colleagues on the WIPP facility. International travel requires prior DOE approval in accordance with DOE O 550.1.

The Contractor shall ensure that its management approach and execution of work are compliant with the applicable statutory and regulatory requirements. The Contractor shall comply with and provide DOE with services necessary for its compliance with all applicable federal, state, and local requirements and agreements. The Contractor shall be responsible for performing any work required during the process of regulatory acceptance, including reviews and comment resolution. The Contractor shall recognize and work within the constraints imposed by this Contract and other regulatory agreements between DOE and regulatory agencies. Regulatory documents include, but are not limited to, all applicable laws, regulations, permits, plans, orders, and agreements.

C.1.0 EM.CB.0080.01.01 CONTRACTOR TRANSITION

The contract transition shall not exceed 90 days, unless extended by the CO. DOE will issue a Notice to Proceed, identifying the effective date of the transition period. During the transition period the Contractor shall: perform activities necessary to transition work from the incumbent Contractor; ensure all work for which the Contractor is responsible under the contract is continued without disruption; provide for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and provide for the performance of all work in an efficient, effective, and safe manner. The Contractor shall also initiate and execute Performance Measurement Baseline (PMB) development activities in accordance with Section C.7.1.1.2 during the transition period, as approved by the CO.

The Contractor shall perform all activities to support transition, including a due diligence review; system walk-downs; procurement; review and acceptance of programmatic and operational documents and procedures; and shall verify the successful completion of all transition activities prior to the end of transition.

Transition Plan

The Contractor shall submit a transition plan for DOE approval no later than seven (7) days after Notice to Proceed. The transition plan shall describe the Contractor's process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule with defined milestones, milestone risks, and a mitigation plan for the identified risks; a description of all necessary transition activities(including a process for assignment of subcontracts); written notification to the CO of the Contractor's intent to accept ownership of existing programs and/or procedures (i.e. "blue-sheeting") upon assumption of responsibility for the work; and coverage of key functional areas during the transition period. The transition plan shall address the transfer of Government property currently assigned to the incumbent Contractor to the new Contractor during the transition period including Government furnished and contractor-acquired property and associated records.

The Contractor's transition plan shall include a description of the Contractor's implementation of the Contractor Human Resource Management (CHRM) clauses found in Section H, including the hiring and training of personnel.

The transition plan shall address coordination with other site entities and ensure continuation of services by the new Contractor upon assumption of Contractor responsibility for the work. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition period are included in the plan.

Public Release Statement

Within 72 hours after Notice to Proceed, 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 project
- Summary/description of Contractor's Management Approach
- Organizational Structure and Identification of Key Personnel
- Brief overview of Contractor's work on similar projects
- Commitments to the Community

- Contractor performance commitments

Mobilization

The Contractor shall mobilize its transition management team to the site no later than 7 days after Notice to Proceed. The objective of the transition period is to establish safety, operations, business, and human resources management that will enable the Contractor to deliver requirements on time and within established funding. At a minimum, the Contractor shall perform the following during the transition period:

- Transition responsibility for all facilities, facility operations, and environmental permits.
- Perform due diligence walk downs and assessments of facilities and other areas.
- Modify or adopt, with DOE approval (as required), incumbent Contractor's plans and implementing procedures, manuals, and other documents, as well as associated training/qualification curriculum.
- Initiate PMB development activities in accordance with Section C.7.1.1.2, as authorized by the CO. The CO will authorize performance of this activity after Contractor review and acceptance of required programs/procedures. The Contractor shall provide a notification of readiness to assume PMB development activities when prepared to assume responsibility and initiate this activity.

Reporting

The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and affected Contractors to review transition activities and issues.

DOE Safeguards and Security (S&S) Survey

During the Contract transition period and prior to assuming control and responsibility for S&S responsibilities, the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE Order 470.4, *Safeguards and Security Program*. The results of the survey shall be documented and shall form the basis for DOE authorization to assume S&S responsibilities, in particular responsibility for special nuclear material. Following a satisfactory survey, the Contractor shall assume responsibility for all applicable S&S resources, materials, facilities, documents, and equipment.

Plans and Procedures

To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent Contractors' plans and implementing procedures, manuals and associated training/qualification curriculum at the effective date of the transition, provided the Contractor has formally reviewed

and accepted the documents to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall adopt, as applicable, the incumbent Contractor's programs and procedures relating to safety including, for example Safety Analysis Reports (SAR), Technical Safety Requirements (TSR), Radiation Protection Plan, Fire Hazards Analysis, mine safety required plans, and other safety basis documents.

The Contractor shall revise plans and implementing procedures, manuals and operator aids, and associated training/qualification curriculum it deems necessary to accommodate its approach, provided the documents remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS.

The Contractor shall provide a detailed Blue-Sheeting Strategy within 10 days of the Notice to Proceed, including its intent to adopt existing programs and procedures or revise them. Any new or revised plans or procedures, requiring DOE approval or concurrence during the transition period, shall be submitted expeditiously to allow sufficient time for DOE review. DOE will expedite review of these deliverables when possible.

The Contractor shall provide a certification that it has reviewed, accepted or intends to revise, as necessary, and intends to take ownership of all plans and procedures upon assumption of Contractor responsibility for the work. The certification is due within 45 days of Notice to Proceed.

The Contractor may submit requests to streamline processes related to efficiencies and performance improvement recommendations with graded approaches for implementation of contract requirements (e.g., DOE directives, regulations, and others) for DOE approval throughout the contract period of performance. Requests shall include reviews and recommendations of changes to site standards and implementing procedures for the elimination of unnecessary requirements and/or streamlining of processes. The Contractor shall interface with other site Contractors who may be impacted by the proposed changes, as permitted by the CO.

Property

During the transition period, an inventory record of property in the DOE Facilities Information Management System (FIMS) and the incumbent Contractor's personal property databases will be provided to the Contractor. 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 CFR Title 41 Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition.

The Contractor shall accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under the previous paragraph 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 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 incumbent Contractor's records will become the inventory baseline.

Declaration of Readiness

The Contractor shall perform a due diligence review of the Site's systems and environmental conditions within its assigned area of responsibility to fully document the existing conditions and compliance with requirements. All material differences between the incumbent contractor's records and the found existing conditions shall be identified, documented, and submitted to DOE as part of its Declaration of Readiness within 75 days of Notice to Proceed. Within the Contractor's Declaration of Readiness, the Contractor shall identify any post-transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates), and a schedule for completion.

C.2.0 EM.CB.0081.02.01 CENTRALIZED CHARACTERIZATION PROJECT

The CCP was created by CBFO for the Contractor to standardize the implementation of TRU waste characterization and certification processes at all TRU waste generator/storage sites, to maximize efficiencies and achieve the best value to the Government.

This activity includes placing CCP teams at TRU waste sites designated by CBFO's NTP to perform the efficient characterization, certification, and transportation of TRU waste. The Contractor-led CCP shall be the single entity within the DOE's contractor organizations granted the authority by the CBFO manager to characterize and certify TRU waste for transport to and disposal at the WIPP.

After CCP resources are mobilized at a site, the Contractor attains and maintains CBFO certification/recertification to provide compliant TRU characterization/certification services at each of the assigned sites. The Contractor provides CCP services at the following sites at a minimum, to ensure uninterrupted TRU waste shipments to WIPP:

- Savannah River Site (SRS)
- Los Alamos National Laboratory (LANL)
- Hanford
- Idaho National Laboratory (INL)
- Oak Ridge National Laboratory (ORNL)
- Small Quantity Sites (SQS)

CCP must certify CH-TRU and RH-TRU waste payload containers to meet the WIPP programmatic requirements before the waste is transported to WIPP for disposal. The regulatory basis for the WIPP programmatic requirements is primarily traceable to the safety requirements taken from the WIPP DSA; the transportation requirements for CH wastes of the Transuranic Package Transporter-II (TRUPACT-II), Transuranic Package Transporter-III (TRUPACT-III), and HalfPACT Certificates of Compliance; the transportation requirements for RH wastes of the RH-TRU 72-B and 10-160B Certificates of Compliance; the WIPP LWA; the WIPP Hazardous Waste Facility Permit; the EPA's Compliance Recertification Decision and approval for Polychlorinated Biphenyls (PCBs) disposal; and the EPA's letter of approval of the DOE's RH-TRU Waste Characterization Program.

CCP services include TRU waste characterization/certification as described in Section C.2, and loading of transportation conveyance for shipment as described in Section C.3 to WIPP for disposal, or to a hub or a central characterization facility for subsequent shipment and disposal at WIPP, as directed by CBFO. CCP services also include generator site interface activities (e.g., NTP User's Group, TRU Waste Inventory Database, and Waste Data System/WIPP Waste Information System (WDS/WWIS)).

CCP shall support the Performance Demonstration Program (PDP). The purpose of the Nondestructive Assay (NDA) PDP is to demonstrate the capability of each participating measurement system and facility to meet the data quality objectives stated in the WIPP WAC.

At each site, CCP personnel shall comply with that site's requirements, agreements made between the site and CCP and any additional parties, and the site's local and state requirements.

C.2.1 EM.CB.0081.02.01.01 CONTACT HANDLED (CH) WASTE CERTIFICATION

The Contractor shall:

1) Develop and maintain CBFO-approved TRU waste characterization/certification program(s) for CH TRU waste at sites designated by CBFO.

2) Deploy and set-up mobile characterization equipment and TRU waste sites within 120 days of CBFO direction or as negotiated by CBFO.

3) Perform analysis of nuclear, radiological, and chemical constituents of the waste to characterize and certify CH waste to identify hazards, develop operational and administrative safeguards and precautions, and develop documentation required to meet WIPP programmatic requirements as described in Section C.2.0 above, prior to waste loading and departing the generator site.

4) Support CH TRU waste generator/storage sites for any readiness review activities and/or other activities associated with its on-site operations (e.g., characterization operations on simulated waste containers) in accordance with the WIPP-certified program requirements.

5) Package the CH TRU waste in accordance with DOE/WIPP-02-3183, *CH Packaging Program Guidance*, DOE/WIPP-02-3184, *CH Packaging Operations Manual*, DOE/WIPP-02-3185, *CH Packaging Maintenance Manual*, and DOE/WIPP-02-3220, *CH Packaging Operations for High Wattage Waste.*

C.2.2 EM.CB.0081.02.01.02 REMOTE HANDLED (RH) WASTE CERTIFICATION

The Contractor shall:

1) Develop and maintain CBFO-approved TRU waste characterization/certification program(s) for RH TRU waste at sites designated by CBFO.

2) Deploy, set-up and maintain mobile characterization equipment at generator/storage sites within 120 days of CBFO direction.

3) Perform analysis of nuclear, radiological, and chemical constituents of the waste to characterize and certify RH waste to identify hazards, develop operational and administrative safeguards and precautions, and develop documentation required to meet WIPP programmatic requirements, as described in Section C.2.0 above, prior to waste loading and departing the generator site.

4) Support RH TRU waste generator/storage sites for any readiness review activities and/or other activities associated with its on-site operations (e.g., characterization operations on simulated waste containers) in accordance with the WIPP-certified program requirements.

5) Package the RH TRU waste in accordance with DOE/WIPP-02-3283, RH Packaging Program Guidance, DOE/WIPP-02-3284, RH Packaging Operations Manual, and DOE/WIPP-02-3285, RH Packaging Maintenance Manual.

C.2.3 EM.CB.0081.02.01.03 TRU WASTE SITE INTERFACE

The Contractor shall:

1) Support NTP User's Group activities.

2) As a WIPP co-permittee, the Contractor shall perform Generator Site Technical Reviews (GSTRs) of the DOE TRU waste generator/storage sites.

3) Operate and maintain the WDS and provide technical support to TRU waste generator/storage sites.

4) Review waste stream data, payload data, and certification of compliance with WIPP WAC and DOT requirements through the WDS for completeness and acceptability prior to authorizing the release of each shipment.

C.2.4 EM.CB.0081.02.01.04 TRU WASTE SITE MOBILE LOADING SERVICES

The Contractor shall:

1) Perform mobile loading activities including building payloads, HalfPACT, TRUPACT-II, TRUPACT-III, RH 72-B operations, leak testing, and Transportation Certification (both for CH and RH TRU waste) prior to release of shipments for transport in accordance with the eight-week rolling schedule.

2) Maintain, repair or replace all mobile loading equipment, and ensure the associated Measurement & Testing Equipment (M&TE) is calibrated/recalibrated as required.

C.2.5 EM.CB.0081.02.01.05 PERFORMANCE DEMONSTRATION PROGRAM

The Contractor shall:

1) Accept and confirm proper chain-of-custody PDP samples (drum and box).

2) Perform assay of surrogate PDP waste containers in a manner identical to the assay of TRU waste performed by the CBFO-certified program.

3) Perform PDP data analysis in accordance with CBFO approved CCP procedures.

4) Adhere to procedures, standards, requirements and responsibilities within the PDP Management Plan, PDP NDA of Drummed Wastes and PDP NDA of Boxed Wastes.

C.3.0 EM.CB.0090.03.01 TRANSPORTATION ACTIVITIES

Transportation activities include coordination with CBFO and the transportation carrier contractor (who physically makes the shipments) to provide safe, compliant, and timely shipments of TRU waste, as described in section C.3.1. In addition, activities include procurement and maintenance of NRC-certified packages and internal containers/payloads and other transportation equipment for TRU waste shipments as described in section C.3.2.

C.3.1 EM.CB.0090.03.01.01 SHIPPING COORDINATION

The Contractor shall:

1) Coordinate and ensure an integrated approach with CBFO and the transportation carrier contractor, including scheduling and dispatching, for the transportation of:

    - TRU waste from TRU waste sites to WIPP
    - Site-to-site shipments (not to WIPP)
    - Empty shipments from WIPP to TRU waste sites
    - Transportation trailers for non-routine maintenance

- Packaging for maintenance
- Mobile loading equipment

2) Provide the DOE- specified training/refresher training to carrier personnel as listed in attachment J-7, on a timely basis to ensure driver availability.

3) Develop, coordinate and distribute required shipment schedules and reports, including weekly distribution of the 8-week rolling shipping schedule and summary schedule and any revisions approved by the CBFO.

4) Communicate/coordinate with TRU waste site shipping staff, transportation corridor stakeholders and CBFO Office of National TRU Program (ONTP) staff regarding shipping schedule.

5) Prepare the required shipping paperwork for shipments of empty packaging from WIPP to generator/storage sites.

6) Review required shipping paperwork of all TRU waste shipments to WIPP to verify compliance with transportation requirements prior to release for departure.

7) Conduct activities necessary to open and maintain new and existing shipping corridors and provide emergency response training along shipping corridors, which include State-Tribal Education Partnership (STEP)/Commercial Vehicle Safety Alliance (CVSA)/hospital training and exercise coordination, corridor emergency preparedness, and TRANSCOM interface.

8) Identify, analyze and resolve issues related to waste transportation management with states, tribes and local government officials.

9) Maintain a plan to manage the transportation Incident Accident Response Team (IART), to provide trained and qualified personnel for response to transportation emergency events.

10) Coordinate with the TRANSCOM contractor to ensure the TRANSCOM system tracks and manages TRU waste shipments. The TRANSCOM Contractor is responsible for system operability.

C.3.2 EM.CB.0090.03.01.02 TRANSPORTATION PACKAGING & EQUIPMENT

The Contractor shall:

1) Maintain NRC-certified packaging (i.e., TRUPACT-II, TRUPACT-III, HalfPACT, and 72-B cask) and U.S Department of Transportation (DOT) 7A Type A containers and records for packaging fabrication and maintenance. The Contractor is the design authority for WIPP type B packaging, payload containers, transport trailers and MLUs. The Contractor is responsible for the design, configuration management, and maintenance of this equipment. Other

packaging and containers may be added to the existing inventory based on future program requirements.

2) Maintain a packaging program that complies with the requirements of 10 CFR 71 Subpart H.

3) Maintain/amend certificates of compliance and safety analysis reports for NRC-certified packaging and internal containers/payload configurations (i.e., Type B Packaging and Type A containers).

4) Provide solutions to technical and regulatory issues related to NRC-certified packaging.

5) Prepare draft amendments to the Certificates of Compliance for NRC-certified packaging to authorize new internal containers and payload configurations for transport and to justify modifications to the existing conditions of use, and procure HalfPACT NRC-certified packages, in support of new shielded containers designs.

6) Provide technical and quality oversight for the procurement of NRC-certified transportation packaging and procure as necessary.

7) Submit NRC certification requests and Safety Analysis Report for Packaging (SARPs) for new and existing packaging.

8) Maintain the Centralized Procurement Program (CPP) to design, procure, and maintain Type A TRU waste containers and other consumable items, and coordinate with generator/storage sites on container needs/procurement.

9) Maintain, repair or replace transportation trailers (RH & CH), Mobile Loading Unit (MLU) trailers and other transportation related equipment, as necessary.

C.4.0 EM.CB.0080.04.01 WIPP OPERATIONS

The objective of this section is to operate and maintain the WIPP facility, and receive, unload, and download waste to the underground for TRU waste disposal, to mine additional space for TRU waste disposal and operations, and to maintain the stability of the mined underground areas (ground control).

To ensure that WIPP operations are conducted in a manner that is disciplined and structured to support mission success and promote worker, public, and environmental protection, activities include implementation of a Conduct of Operations Program that complies with the requirements of DOE Order 422.1, *Conduct of Operations*.

C.4.1 EM.CB.0080.04.01.01 WASTE HANDLING OPERATIONS

Activities include proactively working with the generator/storage sites to develop safer and more efficient strategies/methods to move TRU waste from their sites to the WIPP, and venting Type B packages loaded with TRU waste such that the NRC venting time limits are met.

C.4.1.1 EM.CB.0080.04.01.01.01 CH WASTE HANDLING OPERATIONS

The Contractor shall:

1) Perform CH waste processing and underground waste emplacement, taking into account approved shipping outages to accommodate plant improvements.

2) Operate and maintain the CH waste handling equipment above and below ground to unload, store, and emplace TRU waste.

3) Maintain an inventory of overpack containers at the WIPP Site to secure/protect non-compliant waste containers that are received.

4) Monitor for high Volatile Organic Compounds (VOC), radon, or other high noxious gas conditions at the TRUDOCK platforms and warn personnel of such conditions.

5) Perform decontamination activities to mitigate and recover from radioactive releases from CH waste containers as determined by the Contractor's radiological control program.

C.4.1.2 EM.CB.0080.04.01.01.02 RH WASTE HANDLING OPERATIONS

The Contractor shall:

1) Restart RH TRU waste canister processing capabilities to include unloading and transferring canisters, transporting to the underground, emplacing RH TRU waste canisters into Contractor-drilled boreholes in the underground waste panels, and performing final shield plugging.

2) Develop and implement, as appropriate, newly designed methods for emplacement of RH waste that provide a benefit to the overall safety, schedule, and/or cost.

3) Operate and maintain the RH waste handling equipment above and below ground to unload, store, and emplace RH TRU waste.

4) Perform recovery activities from events involving RH waste containers as determined by the Contractor's radiological control program.

C.4.2 EM.CB.0080.04.01.02 SURFACE OPERATIONS & MAINTENANCE

Activities include operating and maintaining WIPP systems, structures and components on the surface of the facility as described in sections C.4.2.1 and C.4.2.2 below. Key WIPP systems on the surface include, but are not limited to:

- Electrical distribution systems

- Water supply systems (potable and fire suppression)
- Ventilation systems (heating, cooling and confinement)
- Compressed air systems
- Sewage and drainage systems
- Communications and alarm systems
- Monitoring and detection systems
- Lighting Systems

C.4.2.1 EM.CB.0080.04.01.02.01 FACILITY SITE OPERATIONS & MONITORING

The Contractor shall:

1) Operate and monitor the WIPP surface facilities and equipment, including utilities (e.g., electrical power distribution, heating and ventilation, compressed air, domestic water supply, wastewater treatment, communication, and fire detection, protection and suppression), on a 24 hour a day, seven (7) days a week basis.

2) Operate the Central Monitoring Room (CMR) as the primary communication center on a 24 hour a day, seven (7) days a week basis, and coordinate integrated facility operational and transportation activities. The facility operational activities include, but are not limited to, plant equipment startups/shutdowns, system alignments, establishment of waste handling and waste storage operational modes. The transportation activities include, but are not limited to, promptly communicating issues to transportation carrier drivers that they should be aware of (e.g., weather warnings, road closures along shipment routes, etc.), communicating/coordinating with stakeholders, transportation carrier, CBFO, and TRANSCOM Contractor, as required.

C.4.2.2 EM.CB.0080.04.01.02.02 SURFACE MAINTENANCE & REPAIR (MOD 14)

The Contractor shall:

1) Provide preventive, predictive, and corrective maintenance on all surface facilities and equipment. Scheduled/required maintenance, which if deferred, could result in regulatory compliance issues, shall not be deferred. Any deferral of required maintenance shall only be allowed after a deliberate evaluation and approval by the Contractor line management.

2) Perform repairs required for restoration of plant facilities, utilities, systems, pavements, grounds and process equipment. This also includes roadway and parking lot maintenance, and maintenance of access roads to the site (e.g., North and South Access Roads), and all well sites.

3) Maintain an electronic and readily accessible database of maintenance history for all surface systems, structures, components at the WIPP Site.

4) Perform infrastructure services, which include surveillance, maintenance, janitorial services, grounds maintenance, snow removal, and pest control.

C.4.2.3 EM.CB.0080.04.01.02.03 WAREHOUSE

The Contractor shall:

1) Provide a material control management program that ensures the administration of government goods and assets received, shipped, stored and issued.

2) Maintain facilities to protect all materials in environmentally appropriate storage.

3) Maintain equipment to prevent deterioration or obsolescence while in storage.

4) Administer the Equipment Held for Future Projects Program.

5) Inspect and maintain the warehouse and hazardous materials storage area.

6) Procure and store spare parts necessary to support site maintenance.

7) Maintain an electronic and readily accessible database of all equipment in storage.

C.4.3 EM.CB.0080.04.01.03 UNDERGROUND OPERATIONS & MAINTENANCE

Activities include operating and maintaining WIPP systems, structures and components in the facility underground or as used for access to/from the facility underground as described in sections C.4.3.1 through C.4.3.4 below. Key WIPP systems on the surface include, but are not limited to:

- Electrical distribution systems
- Ventilation systems (heating, cooling and confinement)
- Compressed air systems
- Communications and alarm systems
- Monitoring and detection systems

C.4.3.1 EM.CB.0080.04.01.03.01 MINING

The Contractor shall:

1) Plan, schedule and develop on a “just-in-time” basis underground waste disposal panels.

2) Outfit newly mined panel(s) to meet certification prior to previous waste panel being filled.

3) Complete panel closures when filled.

C.4.3.2 EM.CB.0080.04.01.03.02 GROUND CONTROL

The Contractor shall:

1) Maintain the structural integrity of the underground portion of the WIPP in compliance with the applicable CFR, and DOE Orders.

2) Install and maintain mechanical and hand scaling equipment, as well as standard, supplemental and specialized ground control systems and material, as necessary.

3) Install, as necessary, maintain, and monitor a geotechnical instrumentation system in the underground facility, including shafts, stations, access drifts, disposal panels and other accessible areas.

4) Analyze and assess the geo-mechanical performance of the excavations, assess ground support performance, perform numerical modeling assessments of the projected performance of the facility.

5) Monitor and assess ground conditions, test and evaluate performance of installed ground support systems and development of new systems.

6) Operate, monitor, and evaluate the seismic activity near the WIPP site, and maintain the network of seismograph stations located in the vicinity of the site.

7) Consider and develop as appropriate, new technologies and capabilities to provide better and more real-time geotechnical data to the geotechnical group.

C.4.3.3 EM.CB.0080.04.01.03.03 HOISTING

The Contractor shall**:**

1) Ensure availability of the Waste, Salt and Air Intake hoists, as well as any future hoisting systems installed during the period of this contract, and maintain the systems and shafts in a safe, efficient and environmentally sound manner.

2) Provide access for personnel, materials and equipment to the underground, as scheduled, for waste disposal and support personnel.

C.4.3.4 EM.CB.0080.04.01.03.04 UNDERGROUND MAINTENANCE & REPAIR

The Contractor shall:

1) Provide preventive, predictive and corrective maintenance on all underground and hoisting equipment. This includes replacing aged equipment and/or contaminated underground equipment with newer compliant models to ensure equipment is safe for use.

2) Perform repairs required for restoration of underground and hoisting systems and equipment.

3) Maintain an electronic and readily accessible database of maintenance history on all underground equipment.

C.5.0 EM.CB.0080.05.01 PROJECTS

The WIPP site currently has three ongoing Line Item Capital Asset Projects (CAPs) that are being completed to improve the site's operating efficiency and discharged air quality. In addition, there are a number of infrastructure improvement projects such as General Plant Projects, major items of equipment, and major maintenance and repair projects that are scheduled for completion during execution of this contract. These projects shall be managed in accordance with Section C.7.1.1, *Project Management,* of this PWS.

Note: For the purpose of this contract, the term General Plant Project (GPP) is interchangeable with Minor Construction Project (MCP).

C.5.1 EM.CB.0080.05.01.01 LINE ITEM CAPITAL ASSET PROJECTS

Activities include executing Line Item CAPs as defined by, and in accordance with, DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*. The ongoing Line Item CAPs anticipated to be under construction during the term of this contract are described below in Sections C.5.1.1 through C.5.1.3.

Additional CAPs are anticipated for the contract period of performance to address degraded and obsolete NTP and WIPP facility conditions and equipment and to modernize the NTP and WIPP facility and equipment to execute the CBFO long-term mission.

C.5.1.1 EM.CB.0080.05.01.01.01 SAFETY SIGNIFICANT CONFINEMENT VENTILATION SYSTEM (SSCVS) PROJECT (15-D-411)

At CD-2/3 approval, the Safety Significant Confinement Ventilation System (SSCVS) project scope included construction of a New Filter Building (NFB), Salt Reduction Building (SRB**)**, Fabrication and Assembly Building (FAB), installation of a trailer complex, and demolition of the existing surface ventilation system once the NFB and SRB are turned over to operations. The SSCVS and supporting infrastructure can be operated in a High Efficiency Particulate Air (HEPA)–filtered mode or an unfiltered mode of operation up to 540,000 cubic feet per minute (cfm).

The NFB will house HEPA filter units, housings, fans, motors, variable frequency drives, connecting ductwork, and air plenums. The SRB will house de-dusters, de-misters, exhaust stack, supporting duct work, and standby diesel generators.

A re-baseline of this project is in the process of being completed, which may result in changes to what is described above.

The Contractor shall:

1) Complete construction of a new SSCVS, and all ancillary equipment, and the

Contractor's approved SSCVS Project Management Plan (PMP).

2) After construction is complete, commission, startup (complete Operational Readiness Review (ORR) and obtain CD-4), turn over to operations and begin/sustain routine operations of the SSCVS as part of Section C.4.2.1.

3) Complete the SSCVS project on time, and within budget.

C.5.1.2 EM.CB.0080.05.01.01.02 UTILITY SHAFT (US) PROJECT (15-D-412)

At CD-2/3 approval, the Utility Shaft (US) project scope included the construction of a new 30-foot-diameter Air Intake Shaft (AIS) (up to 520,000 cfm inflow) to the underground WIPP repository that provides an unfiltered exhaust pathway for mining dust through the existing AIS (converted into an exhaust shaft) and exhaust stack (minimum 150,000 cfm outflow) with the remainder of the air supplied to the repository.

A re-baseline of this project is in the process of being completed, which may result in changes to what is described above.

The Contractor shall:

1) Complete construction of a new US (will be referred to as Shaft #5 when complete), and all ancillary equipment, in accordance with the approved design, and the CBFO US PEP.

2) After construction is complete, commission, startup (complete ORR and obtain CD-4), turn over to operations, and begin routine operations of Shaft #5.

3) Complete the US project on time, and within budget, as established in the CBFO US PEP.

C.5.1.3 EM.CB.0080.05.01.01.03 HOISTING CAPABILITY PROJECT (21-D-401)

The mission of the Hoisting Capability (HC) project, and associated infrastructure, is to provide safe, efficient, and reliable hoisting in Shaft #5 for mined salt, equipment, and personnel, as determined by the approved alternative. It is anticipated that this project will be placed on hold following issuance of the Analysis of Alternatives (AoA) report. This project is expected to be resumed in FY 2024.

The Contractor shall:

1) Based on results of the AoA, perform conceptual design work toward the preferred alternative to support CD-1 approval.

2) Design, construct, install, commission, startup (complete ORR and obtain CD-4) turn over to operations and begin routine operations of the hoisting capability inside Shaft #5 to provide additional hoisting for mined salt, equipment, and personnel from the WIPP surface facility to the underground facility.

3) Develop the Performance Baseline and obtain CD-2/3 approval.

4) Construct a new HC project, and all ancillary equipment, in accordance with the approved design, and the CBFO HC PEP.

5) Complete the HC project on time, and within budget, as established in the CBFO HC PEP.

C.5.2 EM.CB.0080.05.01.02 INFRASTRUCTURE PROJECTS

Activities include executing NTP and WIPP facility Infrastructure Projects (i.e., projects and major procurements to address degraded and obsolete conditions and equipment) in accordance with the requirements of Section 5.2.1 through C.5.2.3 below.

C.5.2.1 EM.CB.0080.05.01.02.01 GENERAL PLANT PROJECTS (GPP)

The Contractor shall:

1) Execute General Plant Projects (GPP) as defined by and in accordance with Section C.7.1.1, *Project Management*, of this PWS. The potential anticipated NTP and WIPP facility GPPs in the contract period of performance are the following:

   - WIPP Site Network Infrastructure Upgrade
   - AIS Refurbishment
   - Environmentally Controlled Warehouse (SSCVS FAB will be converted)
   - Fire House
   - Utility Upgrades such as Water Supply and Distribution System, Fire Suppression System, Compressed Air System, Electrical Distribution, Telephone, and Sanitary Waste Disposal System
   - Site Generated Waste Storage Area
   - Expansion of Storm Water Capacity
   - Public Address System Recapitalization
   - Waste and Salt Hoist Controllers Replacement
   - CMS Software, Servers, Controller, and Firewall
   - Site-wide Radio System
   - Electronic Document Management System (EDMS) Storage Infrastructure
   - Local Processing Unit Programmable Logic Controllers on Surface and Underground
   - Slurry Seal South Access Road

2) Plan GPP projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol, and based on FIMS.

C.5.2.2 EM.CB.0080.05.01.02.02 MAJOR ITEMS OF EQUIPMENT

The Contractor shall:

1) Procure and install Major Items of Equipment (MIE) in accordance with Section C.7.1.1, *Project Management*. The potential anticipated MIE during the contract period of performance are the following:

    - Adjustable Center of Gravity Lift Fixtures (ACGLFs)
    - Automatic Guided Vehicles (AGVs)
    - Replace high emitting diesel powered underground equipment (e.g., haul trucks, load haul dumps, roof bolters, forklifts, generators) with battery electric powered equipment by December 2025.

2) Plan MIE projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol, and based on FIMS.

C.5.2.3 EM.CB.0080.05.01.02.03 MAJOR MAINTENANCE AND REPAIR PROJECTS

The Contractor shall:

1) Execute Major Maintenance and Repair (M&R) Projects, in accordance with Section C.7.1.1, *Project Management*. The potential anticipated M&R Projects in the contract period of performance is the *Salt Shaft Loading Pocket Refurbishment*.

2) Plan MRR projects for 10 rolling years, with cost estimates and schedule for completion, on an annual basis, pursuant to the EM Project Management Policy and Protocol and based on FIMS.

C.6.0 EM.CB.0080.06.01 EXPERIMENTAL AND TESTING ACTIVITIES

The WIPP facility provides an ideal underground environment for experiments, tests, and activities in many scientific disciplines, including particle astrophysics, waste repository science, hydrological, thermal-mechanical response in salt rock, mining technology, low-radiation dose, physics, and deep geophysics. These experiments are proposed and conducted by the Contractor as well as other organizations, as described below. The WIPP facility offers its mine operations infrastructure and space in the northern experimental area of the underground to researchers, scientists, and experimentalists requiring a deep underground setting with dry conditions and very low amounts of naturally occurring radioactive materials.

The CBFO Chief Scientist manages the experimental and testing activities in the WIPP underground. A Technical Coordination Office (TCO) has been developed to act as a liaison between the WIPP Underground users' group (LANL-CO, SNL-CPG, various Universities and other entities), CBFO Office of WIPP, and the Contractor to ensure experimental, testing, and operational goals are met. The TCO consists of a team coordinated by the LANL-CO office, and provides information to the CBFO Chief Scientist.

C.6.1 EM.CB.0080.06.01.01 SUPPORT FOR EXPERIMENTAL AND TESTING ACTIVITIES AND PROGRAMS

The Contractor shall:

1. Support and conduct underground experimental/testing activities and programs, safety oversight, infrastructure, and maintenance.

2. Provide safety oversight, infrastructure, maintenance, experimental/test support, for the experiments, tests, and activities.

3. Support the TCO.

C.6.2 EM.CB.0080.06.01.02 EXPERIMENTAL AND TESTING INITIATIVES

The Contractor shall:

1. Propose and execute experimental and testing initiatives that have the objective of improving the WIPP operational efficiency of the WIPP facility (e.g. Yield Pillar Mining, Slings, Steel Sets, etc.).

C.6.3 EM.CB.0080.06.01.03 INTERNATIONAL REPOSITORY SCIENCE COLLABORATION (MOD 14)

The contractor shall support CBFO in evaluating beneficial international workshops and meetings, hosting tours for international visitors, and in identifying beneficial experiments, tests and other collaborations that could be performed in the WIPP underground.

C.7.0 EM.CB.0080.07.01 WIPP PROGRAM SUPPORT

Activities, projects, and operations within the contract PWS require resources in core functions to provide support to achieve a common purpose or goal undertaken or proposed in an assigned mission area. Program Support is categorized by requirements for accomplishing a definite objective(s), and accomplished using a defined management system.

A defined management system ensures any work described in this PWS, performed for management or operation, requiring or involving responsibility for work that affects, or may affect, DOE sites, facilities, programs or activities (including work that may take place outside the physical boundaries of a DOE facility, such as design or analytical services), is controlled.

Management systems requiring collaboration, or that result in deliverables, in order to achieve full performance, will be identified as such, and referenced according to the clause in Section J entitled, *Contract Deliverables List*.

C.7.1 EM.CB.0080.07.01.01 PROJECT PLANNING AND CONTROL

Activities include providing the project management system, including scope, schedule and cost baseline development and control, and performance analysis and reporting of cost, schedule, and

technical progress. Included are the budget development and execution process, and the coordination and submission of all program data to the Integrated Planning, Accountability, and Budgeting System (IPABS) – Information System as well as other DOE long-range, multi-program plans. Also included in this element is the executive level of management which provides the overall technical, operational and administrative direction for all National TRU Program and WIPP functions.

C.7.1.1 EM.CB.0080.07.01.01.01 PROJECT MANAGEMENT

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work, including the development of project management plans, baselines, disciplined change control processes and service level agreements.

The Contractor shall prepare and submit a Project Management Plan (PMP) for DOE approval consistent with the requirements in DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets* and the EM Project Management Policy and Protocol. The capital asset projects do not need to be standalone project management plans and instead may be an appendix to the PMP.

The Contractor shall provide all management and technical information to:

(1) Meet the requirements of DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*, when applicable.

(2) Support the budget formulation activities including, emerging work items list; budget formulation input (including Integrated Priority List); the fall budget update submission; budget scenario development; and budget presentations (such as public and regulatory briefings, etc.).

(3) Meet the data requirements of the DOE IPABS and the Project Assessment and Reporting System (PARS II). Data for all scope shall be uploaded into PARS II in accordance with the *Contractor Project Performance Upload Requirements* document maintained by the DOE Office of Project Management.

(4) Ensure transparency in project performance and efficiency in project execution.

(5) Support audits, evaluations, and external technical reviews of all CBFO-funded operations activities and projects.

(6) Support other DOE project performance assessments and information needs.

(7) All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

C.7.1.1.1 EM.CB.0080.07.01.01.01.01 PROJECT INTEGRATION AND CONTROL AND EARNED VALUE MANAGEMENT

The Contractor shall provide an Earned Value Management System Description (EVMSD) that complies with the requirements of Section H Clause, *Earned Value Management System*, the Electronic Industries Alliance EIA-748 Earned Value Management System Acceptance Guide and EIA-748 Earned Value Management Intent Guide, and DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.

The EVMSD shall include:

(1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the PMB of all work activities that are funded by CBFO for this Contract/PWS;

(2) Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data;

(3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control;

(4) The Contractor's Project Baseline Change Control Process that is consistent with DOE/CBFO-95-1122, CBFO Programmatic Change Control Process;

(5) The Contractor's process for handling changes that are only impacts to costs and not identified as a schedule impact;

(6) The Organizational Breakdown Structure (OBS), including roles and responsibilities of each major organization and identification of key management personnel, and be maintained and updated as responsibilities, and key management personnel change; and

(7) A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section H Clause, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by the DOE Office of Project Management (DOE-PM). Upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall also flow down EVMS requirements in accordance with the Section H Clause, DOE-H-2024, *Earned Value Management System*.

C.7.1.1.2 EM.CB.0080.07.01.01.01.02 PERFORMANCE MEASUREMENT BASELINE (PMB) (MOD 72)

The Contractor shall develop, provide, and manage to its DOE approved PMB, and supply life-cycle scope, schedule, and cost baseline information, to DOE for overall site integration. The Contractor shall support CBFO/CTAC's development of a Federal Site Life Cycle ~~Site~~ Estimate (F~~L~~SLE), a Federal Integrated Site Baseline, and a site strategic plan that is consistent with the EM Strategic vision. The PMB shall be/ an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract.

The PMB will be in three distinct baselines. For the Operations portion of the M&O, the PMB shall be for the period of the fiscal year. For Minor Construction Projects (MCP), which includes maintenance and repair projects as well, the PMB shall also be for the period of the fiscal year, however, where projects naturally run beyond the fiscal year, the lifecycle of those projects shall be contained within the PMB, including out-years. Line-Item Capital Asset Projects shall continue to be lifecycle. The PMB for Operations shall be replaced Annually with a nNew PMB for the upcoming year and MCPs will add any new projects approved through the budgeting process. Work not completed on the M&OOperations PMB in the prior year shall be re-planned into the new year's PMB as necessary. For OperationsM&O, EVMS variances will not carry over from one FY to the subsequent FY, however, on MCP, variances will be maintained for the project's lifecycle.

The PMB shall include the following:

(1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:

a) Contract PWS and other Contract sections that define work scope and ~~requirements~~; requirements.

b) Waste site and facility lists, as ~~applicable~~; applicable.

c) Approved interface agreements; and

d) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract ~~Line Item~~ Line-Item Number [CLIN]).

The PMB shall comply with the following requirements:

(1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:

a) ~~Estimating~~; Estimating.

b) ~~Scheduling~~; Scheduling.

c) Budgeting; and

d) Project performance reporting (as required under this contract).

(2) Control accounts within the WBS shall be identified; and

(3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The schedule shall:

(1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments.

(2) Be an activity-based, resource-loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.

(3) Include an earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.

(4) Include any additional working level schedules deemed necessary by the Contractor, integrated with the PMB, and be able to provide earned value reporting in compliance with EIA-748.

(5) Include the PMB cost estimate with the project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

(6) Include the method used to determine earned value for each control account.

(7) Include an update to the Enterprise Project Structure Node of the DOE Primavera P6 (P6) Schedule Database with the Primavera XER files for the baseline and current performance schedules.

The PMB shall be accessible to DOE at any time through access to electronic software and native data files and be logically tied, driven and integrated with:

(1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.

(2) DOE, congressional, regulatory, and external commitments.

(3) Performance milestones, including contract performance incentives and other performance measures established by DOE.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by the DOE for development of the life-cycle baseline and DOE Integrated Master Plan (IMP).

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

The Contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by August 31.

C.7.1.2 EM.CB.0080.07.01.01.02 PROJECT PERFORMANCE REPORTING

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution; project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs. Performance reporting should be made available through the incumbent's Project Control Reporting System (PCRS).

C.7.1.2.1 EM.CB.0080.07.01.01.02.01 MONTHLY PERFORMANCE REPORT (MOD 72)

The Contractor shall submit to DOE a Monthly Performance Report no later than the 15th of each calendar month representing the prior month's performance. When the 15th of the month falls on a Saturday or Sunday, the MPR can be delivered by COB of the following Monday which would be no later than the 17th of the month.

The Monthly Performance Report shall include a summary of overall contract performance for each of the major scopes of work. The major scopes of work are defined as Operations, Minor Construction Projects, and Capital Asset Projects (CAP).

The summary of overall contract performance should include:

1) Program Managers narrative assessment including:

a. Summary Accomplishments for the reporting period

b. Look-ahead for major items of note 30/60/90 days

c. Status and Forecast of PBI Milestones that align with baseline reporting.

d. Major issues including outstanding action items required by the Contractor (SIMCO) and DOE.

e. Key Risks and Opportunities or Areas of Concern, ~~and Summary of effectiveness of the action taken in previous month.~~

f. Evaluation of Safety performance, including ISMS metrics and recordable and/or lost-time injuries and near-misses.

The below items will be included as Appendices to the MPR:

2) Performance Measurement Baseline Reporting including:
a. EVMS information in standard IPMR Formats MGMT-81466):

i. Format 1, Work Breakdown Structure

ii. Format 3, Baseline Changes from prior month

iii. Format 5, Variance Explanations and Problem Analysis including a Corrective Action Log

iv. Control Account Estimates to Complete (ETCs) and Estimates at Completion (EACs)

b. Contract Funds Status Report (CFSR) including analysis and forecast of funds expenditure by PBS and Fiscal Year.

c. Baseline Schedule status, including:

i. Progress against Baseline

ii. Critical Path Analysis

iii. Variance Discussion

iv. Potential issues related to Milestones.

d. Change Control Section:

i. Change Control Log a EIA-748-D Intent Guide

ii. Summary of Technical, cost and/or schedule impacts resulting from implemented actions.

iii. Known/pending baseline changes.

iv. Management Reserve Log that can be reconciled back to the Format 1 (Items i. and iv. could be combined into a single log).

e. Contract and Project Risk Assessment including:

i. Identification of critical Risks and/or Opportunities

~~The Contractor shall submit to DOE a Monthly Performance Report no later than the 15th of each calendar month representing the prior month's performance.~~

~~The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes and projects at the PBS level.~~

~~The summary of overall contract performance shall include:~~

~~(1) Key accomplishments~~

~~a) Major issues including actions required by the Contractor and DOE;~~

~~b) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;~~

~~c) Technical scope, schedule, and cost variance analysis; including implications to near term and long-term milestones and deliverables at risk of being missed;~~

~~d) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and~~

~~e) Information on any safety or quality matters that emerged or persisted during the reporting month.~~

~~Each of the major project reports shall include:~~

~~(2) Project manager's narrative assessment including:~~

~~a) Significant accomplishments and progress towards completion of project goals and objectives~~

~~b) Key risks and challenges; and~~

c) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost time injuries, and near misses);

(3) Business structure information to demonstrate ongoing compliance with the requirements of the Section H clause entitled, *Subcontracted Work*;

(4) Project Baseline Performance including:

a) EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats Data Item Description ([DID] MGMT 81466);

b) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;

c) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;

d) Format 3, DD Form 2734/3, Mar 05, Baseline;

e) Format 4, DD Form 2734/4, Mar 05, Staffing; and

f) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis;

(5) The Monthly Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) DID DI-MGMT-81861 unless the Contract specifies otherwise;

(6) Contract Funds Status Report (CFSR) shall be provided in accordance with DID, DI-MGMT-81468, CFSR, or equivalent;

(7) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;

(8) Contract Estimates to Completion (ETCs) and Estimates at Completion (EACs);

(9) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;

(10) Contract and Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

(11) The contract and project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and

~~(12) Actions required by DOE.~~

C.7.1.2.2 EM.CB.0080.07.01.01.02.02 PROJECT REVIEW MEETINGS

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE.

C.7.1.3 EM.CB.0080.07.01.01.03 COST ESTIMATING (MOD 32)

Cost estimates shall be credible, well documented, accurate, and comprehensive. Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the GAO in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, and the guidance provided in *DOE/CBFO-23-3645, Cost Estimating Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.7.1.4 EM.CB.0080.07.01.01.04 SCHEDULING

The Contractor shall support DOE in the development and maintenance of a DOE IMP upon DOE HQ development of a standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize any DOE provided coding structure to integrate the Contractor's activities and capital asset projects into the DOE Program IMP. The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.

The Contractor shall develop the IMS in accordance with the National Defense Industrial Association's Planning & Scheduling Excellence Guide (v3.0), and EIA748 Guidelines. The Contractor's IMS shall be resource loaded.

C.7.1.5 EM.CB.0080.07.01.01.05 RISK MANAGEMENT

Successful execution of the CBFO mission to safely, compliantly, and efficiently characterize/certify, transport, and permanently dispose of defense-generated TRU waste requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other contractors involved in the mission. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.

The Contractor shall implement a risk management program in compliance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets* and *DOE Environmental Management Program Management Protocol, issued November 6, 2020*.

The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall CBFO mission (described above) where possible.

C.7.1.6 EM.CB.0080.07.01.01.06 INFORMATION TECHNOLOGY (IT) SERVICES, COMMUNICATIONS AND CYBER SECURITY

Activities include maintaining an IT infrastructure that includes servers, desktop and mobile workstations, telecommunications, network infrastructure, data collection, and reporting systems, and all other IT functions necessary to support the activities and requirements of this contract.

The Contractor's approach to this requirement may include approved Federal Risk and Authorization Management Program (FedRAMP) systems, commercial IT services, i.e. "cloud" services, local self-supported IT systems and applications, or some combination of these.

C.7.1.6.1 PROTECTION OF CLASSIFIED AND CONTROLLED UNCLASSIFIED INFORMATION (CUI) (MOD 14)

The Contractor shall protect any Classified and Controlled Unclassified Information (CUI) to include Unclassified Controlled Nuclear Information (UCNI) generated, processed, and stored within its facilities, under its administrative control, and/or within subcontracted areas of work performance. The Contractor shall develop Information Security (IS) and Operations Security (OPSEC) procedures to comply with the Federal Information Systems Management Act (FISMA) and DOE Policy 205.1 – *DOE Cyber Security Program*, the Cyber Security Program Plan (CSPP), and with requirements for IS and OPSEC.

Regular access to, use of, or management of classified electronic information is required to execute the scope of this contract. The Contractor shall obtain access to classified information through the EMCBC Classification Office.

The nature of the work to be performed under this PWS systems indicates minimal, but not zero, actionable risk for the contamination of the Contractor's unclassified IT systems due to inadvertent spillage of classified information or other unplanned events. Before the end of the Transition period, the Contractor shall develop, submit, and maintain an Incident Response and Cyber Security Contingency Plan to specify the actions necessary to address such a spillage

event and provide to the IT Services for continuity of operations, AO and CO for review and approval. The Contingency Plan shall, at a minimum, address actions necessary to mitigate loss of IT services that may arise from such an event and to prevent the further dispersal of the unauthorized information through the Contractor's IT systems. The plan shall include sources of available cleared personnel, which may be required to assess the severity and extent of the event, and assist with containment and mitigation activities.

C.7.1.6.2 AUTHORIZATION OF INFORMATION TECHNOLOGY SYSTEMS (MOD 14)

The DOE Office of Cybersecurity, Energy Security, and Emergency Response (CESER) serves as the AO for all contractor-operated IT systems. The Contractor shall obtain Authority to Operate (ATO) in accordance with DOE Order 205.1 and the Departmental Element (DE) Cyber Security Program Plan (CSPP) for all IT systems it operates in support of the scope of this contract. Due to the continuing emergence of new threats and risks, the Contractor shall be prepared to implement configuration and material changes to the network to mitigate risk as directed by the AO or the AO's Designated Representative (AODR). All authorized contractor systems (including devices managed therein) may be configured for real-time monitoring, intrusion detection and packet-capture/logging instrumentation by the DOE and by other U.S. Government agencies, as directed by the AO. Major concerns addressed in DOE's cybersecurity and IT policies are the handling of CUI (to include personally identifiable information [PII]), protecting all information and information systems from unauthorized access, and reporting to DOE any attempts or successful intrusions into these systems by unauthorized individuals in accordance with FISMA Reporting and NIST Guidelines.

For each IT system it intends to utilize, the Contractor shall obtain an interim ATO within 30 calendar days after completion of Transition. The Contractor shall notify DOE of a proposed date for assessment for interim ATO of the IT system(s) and provide completed FIPS-199 Security Categorization Assessments for each system. This interim assessment will evaluate the following NIST 800-53 Rev. 4 Control Families for Interim ATO:

AC – Access Control;
CM – Configuration Management;
CP – Contingency Planning;
IR – Incident Response; and
PE – Physical and Environmental Protection.

Upon successful attainment of the interim ATO, the Contractor shall complete up to two additional assessments for each IT system, covering the remaining 13 Control Families. The Contractor and AO will negotiate and agree to the schedule and family sequence to attain full ATO. Additionally, the Contractor will be subject to continuous monitoring as provided for under the Departmental Element (DE) Cyber Security Program Plan (CSPP) and as implemented by the AO or the AODR.

C.7.1.6.3 HARDWARE/SOFTWARE SYSTEMS AND APPLICATIONS

The Contractor shall develop, maintain, and submit a System Security Plan (SSP) to DOE with supporting Configuration Diagrams, and other exhibits. Where the Contractor stores or processes

federally-owned data on commercially-provided IT systems (typically referred to as "Cloud" or "SaaS" systems), the Contractor shall use only those commercial systems which have been authorized and certified for such use through the FedRAMP. The Contractor shall fully document such systems in the SSP, supporting Configuration Diagrams, and other exhibits. Contractor shall make provisions in the SSP(s) for its supporting subcontractors' IT systems. Where a direct data interchange occurs only between the Contractors IT system(s) and a subcontractor's System, the Contractor may apply a graded, risk-based approach to the application of the ATO requirements of this contract to the subcontractor system. The FIPS-199 Evaluation for Security Categorization shall include identification and evaluation of risks associated with the subcontractor IT systems, specifically to include risks associated with direct data connections and interchanges with sub-contractors, i.e. supply chain vulnerabilities and intrusions. Where a subcontractor IT system directly interfaces with DOE IT systems, or provides direct public access to government information, a separate, full ATO shall be required.

Applications purchased or developed to support this contract shall run on mandatory IT baseline security configurations without any deviations, unless prior approval is obtained from the AO. Applications must comply with the controls as documented in *Security and Privacy Controls for Federal Information Systems and Organizations;* National Institute of Standards and Technology (NIST); Joint Task Force Transformation Initiative Task Force, Special Publication 800-53, Revision 4, 2014 (or subsequent final, approved revisions). The Contractor shall deploy compensating controls on Legacy Systems and Applications while these are in production. For purposes of this contract, Legacy Systems and Applications are defined as network equipment, operating systems, database management systems, commercial off-the-shelf software (COTS), and programming languages which are no longer supported by their manufacturer or provider for security updates and patches. Also included are custom-developed or other "in-house" software applications, which may rely on one or more of the previous for their operation. Such systems and applications shall be replaced as soon as feasible as determined by the AO. The SSP will document production legacy systems and applications. For each legacy system and application identified for replacement, the Contractor shall prepare a Plan of Action and Milestones (POAM) for submittal to the AO.

Where cyber security, cost, and performance considerations allow, the Contractor shall give priority to the use of federally available enterprise applications and licenses, if they exist, over the direct purchase of commercial products, and those two categories over the development of custom, in-house IT solutions to implement and support the Contract; including hardware or software solutions to support cyber security. The Contractor shall obtain written authorization from the AO prior to implementation of any new systems, applications, or web sites that provide public access to government-owned information or data.

The Contractor shall utilize the DOE approved Microsoft Office 365 government services for email in lieu of locally operated/managed Microsoft Exchange server systems.

C.7.1.6.4 IT SYSTEMS SUMMARY AND SUPPORTED APPLICATIONS AND SOFTWARE

The incoming Contractor will receive all non-proprietary hardware, software, and applications currently in use or in inventory at the completion of the Transition period for its use in support of the contract. The CBFO will provide a list of all software and applications supported and in use as of the date of this Request for Proposal. Approval for continued use will be based on a standard Federal Information Technology Acquisition Reform Act (FITARA) review.

C.7.1.6.5 SYSTEM INTER-CONNECTIVITY

The Contractor shall provision its chosen IT infrastructure, software systems, and applications to allow regular access to the necessary electronic information to support contract execution and DOE contract oversight. Oversight interfaces may include static or transient data interchanges with DOE federal systems or individual employees who reside on the intra-site federal network, at off-site locations within the DOE-EM complex and at other DOE agencies and offices located throughout the Continental United States. System inter-connectivity must be incompliance with **NIST** SP 800-16.

C.7.1.6.6 ELECTRONIC STEWARDSHIP

The Contractor shall ensure that energy-consuming products are energy efficient (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are:

a. Delivered;
b. Acquired by the Contractor for use in performing services at a Federally controlled facility;
c. Furnished by the Contractor for use by the Government; or
d. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance (unless the product is not listed or otherwise approved in writing by the CO).

The Contractor shall ensure that all electronic products that were furnished for Government or Contractor use and are no longer needed or are at end-of-life, are reused, donated, sold, or recycled using environmentally sound management practices at end of life.

C.7.1.6.7 PRIVACY

The Contractor shall ensure that employees are aware of their responsibility for safeguarding Personally Identifiable Information (PII) in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance and special publications, and other government regulations. Contractor training should ensure that contractor employees recognize differences between PII and the Privacy Act and the different obligations created by both authorities. PII not maintained in a Privacy Act System of Record (SOR) should be protected and only disclosed for authorized purposes.

The Contractor should aim to collect only the minimum PII necessary for the proper performance of a documented agency function. Further protections for PII include employing encryption and/or password protection for PII, as appropriate to the sensitivity and use of the PII.

The Contractor shall observe the requirements of applicable DOE directives concerning marking and safeguarding sensitive information, including, Privacy Act and PII.

Per the Incident Response and Cyber Security Contingency Plan required under Section C.7.1.6.1, the Contractor shall ensure contractor employees are made aware of their roles and responsibilities for reporting suspected or confirmed breach of PII, including the obligation to report any suspected or confirmed breach of PII involving Federal information, without unreasonable delay, consistent with the agency's breach response procedures outlined in DOE O 206.1. The Contractor shall assist the Department with the investigation and mitigation of harm (including necessary PII removal or encryption within the IT system, notifications, credit monitoring, and other appropriate measures) following a breach of PII involving Federal information under the custody of the contractor.

C.7.1.7 EM.CB.0080.07.01.01.07 RECORDS MANAGEMENT

The Contractor shall perform Records Management activities required by Section H clause, entitled, *Records Management.* All records shall be created and managed in electronic format (born digital) to the fullest extent possible. In addition, all historical records obtained from predecessor contractors shall be digitized. Details on how this will be accomplished to meet NARA requirements, which records may be transferred to a Federal Records Center in hard copy format (will require DOE approval), along with a timeline for completing this tasks shall be included in the Records Disposition Plan.

C.7.1.8 EM.CB.0080.07.01.01.08 PUBLIC AFFAIRS

Activities include establishing the corporate identity for the CBFO and WIPP. These activities are necessary for all CBFO interactions with the public, media, stakeholders, government offices and special events. Examples include: Media relations, emergency public information, community relations, WIPP Information Center, special events, public outreach communication services and publications, exhibits, and site tours.

The Contractor shall:

1) Establish and maintain an External Affairs/Public Affairs program in accordance with the Department of Energy Acquisition Regulation (DEAR) 952.204-75, *Public Affairs* that includes: timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective WIPP website, and integrated and effective site tour planning.

    a. Support External Affairs includes information, necessary technical support, and involvement programs to reach diverse external parties interested in the WIPP site with the status, challenges, and objectives of the cleanup work.

b. Plan for specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance, and form of public information and must approve products and outreach.

c. Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications.

d. Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.

e. Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the WIPP activities.

f. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making.

g. Participate in tour planning and preparation and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.

h. Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories.

i. Receive DOE approval prior to externally releasing information related to the WIPP activities.

j. Coordinate with DOE: media, members of the U.S. Congress and their staffs, community leaders, and a wide variety of stakeholders and local governments.

k. Provide support to DOE in hosting other agencies, including: GAO, Office of Inspector General (OIG), and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests.

2) Coordinate Community Commitment annual planning and semi-annual program progress reporting with input from community leaders, and a wide variety of stakeholders and local governments.

3) Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.

C.7.1.9 EM.CB.0080.07.01.01.09 INTERNAL AUDIT

Activities include conducting an internal audit and examination program in accordance with the *DOE Cooperative Audit Strategy* as outlined in *DOE Acquisition Guide*, Chapter 70.4 and *Government Auditing Standards* (Yellow Book, dated July 2018) for records, operations, expenses, and transactions with respect to costs claimed to be allowable and allocable under this contract. The results of such audit including the working papers shall be submitted or made available to the CO or his/her designee. This clause does not supersede DOE's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost.

The Contractor shall:

1) Provide support to DOE as required for internal and external audits or assessments, including DOE Headquarters, GAO, Inspector General, Defense Nuclear Facilities Safety Board, Environmental Protection Agency (EPA),New Mexico Environment Department (NMED), and Mine Safety and Health Administration (MSHA).

2) Establish requirements and responsibilities for reporting fraud, waste, abuse, misuse, corruption, criminal acts, and mismanagement in accordance with DOE O 221.1, *Reporting Fraud, Waste and Abuse to the Office of Inspector General*.

3) Establish responsibilities and requirements for cooperating with the DOE OIG in accordance with DOE O 221.2, *Cooperation with the OIG*. The Contractor shall ensure that their employees cooperate fully and promptly with requests from the OIG for information and data relating to DOE programs and operations.

4) Provide support to DOE in hosting other agencies, including: GAO, OIG, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required Subject Matter Experts to respond to questions and information requests.

   Develop and implement requirements and responsibilities for the DOE Independent Oversight Program in accordance with DOE O 227.1, *Independent Oversight Program*. The Contractor shall support the conduct of Independent Oversight appraisal activities conducted by the Office of Enterprise Assessments (EA).

C.7.1.10 EM.CB.0080.07.01.01.10 OUTGOING CONTRACT TRANSITION - PHASE OUT AND CLOSEOUT ACTIVITIES

Activities include cooperation with the successor contractor and Government with regard to the termination or transfer arrangements to ensure maximum protection of employee service credits and fringe benefits.

C.7.1.10.1 EM.CB.0080.07.01.01.10.01 PHASE OUT ACTIVITIES

The Contractor shall:

1) Submit a Phase-Out Transition Plan to include its approach to adequately phase-out all Contract and/or Task Order activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and the requisite contract or task order deliverable.

2) Perform those activities that are necessary to transition the work under this contract to a successor contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

3) Maintain full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed Phase-Out Transition Plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

   The Phase-Out Transition Plan shall also include a schedule of major activities and address as a minimum:

- A training and orientation program for the successor contractor to cover the complete scope of work covered by the Contract and other specific requirements associated with work efforts at the WIPP site;
- Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Dispute resolution;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include a list of permits and purpose.
- Transition of existing M&O systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program (RPP), Waste Management Program, Records Management Program, etc.);

- Transition of all Contract responsibilities, functions, and activities;
- Transition of all interface control documents; and
- Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

4) Complete the activities described in the plan by the end date of the contract and/or Task Order, as applicable, upon DOE approval of the Phase-Out Transition Plan.

C.7.1.10.2 EM.CB.0080.07.01.01.10.02 CLOSE OUT ACTIVITIES

The Contractor shall:

1) Submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the contract and/or each Task Order. The Closeout Plan shall include a schedule of major activities and address as applicable:

- Identification of deliverables submitted and accepted. The Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
- Status of all requirements (complete and incomplete);
- Identification of all subcontracts along with status of each subcontracts settlement and final payment. The Contractor shall identify for each subcontract 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;
- Disposition of Government property and equipment, including special nuclear material;
- Submittal of the final invoice and any incurred cost audit; and
- Coordination of the final Contractor Performance Assessment Report System (CPARS) report.

C.7.1.10.3 EM.CB.0080.07.01.01.10.03 INCUMBENT CONTRACT CLOSEOUT

The Contractor shall:

1) Support all remaining close-out activities of the incumbent contractor. This includes, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.

C.7.1.11 EM.CB.0080.07.01.01.11 PROPERTY MANAGEMENT

Activities include accepting the transfer of and accountability for government property and equipment, including special nuclear material. This requirement includes government property in

the possession or control of subcontractors. The Contractor is responsible and accountable for any property under its management and control and shall assist DOE, if requested, in developing property management performance measures commensurate with assigned duties and responsibilities.

C.7.1.11.1 EM.CB.0080.07.01.01.11.01 REAL PROPERTY MANAGEMENT

The Contractor shall:

1) Maintain a facility management system for all real and personal property assets at the site in accordance with DOE O 430.1, *Real Property Asset Management*. The Contractor shall participate and coordinate with CBFO in strategic and tactical planning of real property short-term and long-term forecasts for this Contract and other planning activities being developed and maintained by CBFO. The DOE has established the FIMS as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

2) Become a member of the FIMS community, attend monthly conference calls, and designate a responsible individual to complete all FIMS input in a timely manner, as required. All real property actions shall be coordinated through the DOE Real Property Officer (RPO) that supports the site. The DOE has established the FIMS as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

3) Be directly responsible and accountable for all government property utilized under the contract.. This requirement includes government property in the possession or control of subcontractors.

4) Establish and maintain a system, in accordance with Section I clause Federal Acquisition Regulation (FAR) 52.245-1 *Government Property*, to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession.

5) Prepare and submit annually for DOE review and approval, a Five-Year Site Plan to DOE identifying financial investments for acquisition, sustainment, and disposition of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets, based on DOE-furnished program planning guidance, and in coordination with the RPO and Certified Reality Specialist (CRS).

C.7.1.11.2 EM.CB.0080.07.01.01.11.02 PERSONAL PROPERTY MANAGEMENT

The Contractor shall:

1) Establish and maintain a Personal Property management system in accordance with Section I. 145, FAR 52.245-1 *Government Property*, 41 CFR Chapter 102 *Federal Management Regulation*, and 41 CFR Chapter 109 *DOE Property Management*

Regulations to manage Government property in its possession. The Contractor management system shall be submitted to DOE for review and approval in accordance with Section J Attachment entitled, *Contract Deliverables List*. All Government Furnished Property (GFP) and Government Furnished Equipment (GFE) 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.

C.7.1.11.3 EM.CB.0080.07.01.01.11.03 PROPERTY WAREHOUSING

The Contractor shall:

1) Develop and implement a material management system for the administration of government assets received, shipped, stored, and issued. This includes spare parts inventories and equipment held for future projects.

C.7.1.11.4 EM.CB.0080.07.01.01.11.04 GSA FLEET MANAGEMENT

The Contractor shall:

1) Develop and implement a management system that includes the administration and maintenance of the GSA vehicle fleet. Government owned motorized and specialized equipment shall be maintained in accordance with standards and programs published and recommended by the Original Equipment Manufacturer (OEM). If the OEM does not have a recommended maintenance program, then best commercial practices will be used. Current DOE procedures shall be followed when ordering replacement vehicles or requesting additional vehicles. Fleet reporting requirements shall be completed in accordance with DOE directed suspense dates.

C.7.1.11.5 EM.CB.0080.07.01.01.11.05 REPLACEMENT OF GOVERNMENT FURNISHED PROPERTY

The Contractor shall:

1) Develop and implement a process within the property management system to describe replacement of GFP for which title shall pass to and vest in the Government. The Contractor shall assume the risk of any loss, damage, or destruction of GFP in accordance with FAR 52.245-1, *Government Property*.

C.7.1.11.6 EM.CB.0080.07.01.01.11.06 DISPOSITION OF EXCESS PERSONAL PROPERTY

The Contractor shall:

1) Identify assets no longer needed or required for current or future use. After identification, property shall be divested utilizing DOE guidelines and in accordance

with federal (*Federal Property Management Regulation* 41 CFR Part 101; *Disposition of Excess Personal Property* 41 CFR Part 102-36; and FAR 52.245-1), state and local regulations.

2) Prepare a facility disposition and divestment report for each facility affected.

3) Disposition personal property in accordance with the approved property management system, referenced in the first paragraph of this section, and applicable export control regulations. The process of disposition 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 of property with an original acquisition value of $500 or more.

4) Disposition classified equipment and material in accordance with the requirements of regulations referenced in the first paragraph of this section as well as other applicable regulations and DOE guidance relating specifically to classified property.

5) Identify, control, and disposition high-risk property in accordance with 41 CFR 109 and FAR 52.245-1. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with 41 CFR 109, FAR 52.245-1 and DOE Order 205.1, *DOE Cyber Security Program*.

6) Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and FAR 52.245-1 and other applicable regulations to include, but not limited to, those published by the NRC, US Department of State and US Department of Commerce.

C.7.1.12 EM.CB.0080.07.01.01.12 DEFINED BENEFIT PENSION PLAN COSTS

The Contractor shall:

1) Manage Defined Benefit Pension Plan costs in accordance with Section H clauses, applicable regulations, and the terms of any applicable collective bargaining agreements.

2) Become a sponsor employer in any applicable pension or post-retirement benefit plan. The requirements associated with this responsibility shall be set forth in Section H Clause.

3) Make employer contributions as required to the pension plan and provide payments as needed for the post-retirement benefits. There will be no fee associated with the pass-through costs paid to the legacy pension plan and for the post-retirement benefits.

C.7.2 EM.CB.0080.07.02.01 QUALITY ASSURANCE PROGRAM

Activities include maintaining a QA Program in accordance with 10 CFR 71, 10 CFR 830, DOE O 414.1, *Quality Assurance* DOE O 226.1, *Implementation of DOE Oversight Policy* and augmented by state of New Mexico waste permit, which implements the ASME-NQA-1-1989 consensus standards. Line Item Capital Asset Projects in Section C.5 shall follow DOE O 425.1, *Verification of Readiness to Startup or Restart Nuclear Facilities* which implements the ASME NQA-1-2008 consensus standards.

C.7.2.1 EM.CB.0080.07.02.01.01 QA PROGRAM ADMINISTRATION

The Contractor shall:

1) Perform quality related functions, including developing, implementing and maintaining required activities in accordance with DOE directives and regulations. These activities include:

   - QA organization documents, procedures and records generation and maintenance;
   - Corrective Action Tracking/Trending System;
   - QA Program training;
   - Processing, storage and retrieval of records in a records management system;
   - Real Time Radiography (RTR) and Non-Destructive Examination (NDE) programs; and
   - Audits and surveillances to verify effective implementation of its QA Program in accordance with the internal audit schedule;
   - Develop and track process improvement activities and metrics, and measure against the established metrics.

C.7.2.2 EM.CB.0080.07.02.01.02 WASTE CERTIFICATION QUALITY ASSURANCE (MOD 66,72)

The Contractor shall:

1) Review QA oversight related to characterization/certification of TRU waste generator site quality-affecting activities for characterization, packaging, and transportation of TRU and TRU mixed wastes to the WIPP site. These activities include review of site documents, participation in site audits, surveillances and subsequent corrective action follow-up activities and coordination with regulatory personnel, in accordance with the WIPP HWFP.

2) a) Support certification/recertification by providing resources; and
   b) Ensure the audit is successful so that CCP's program recertification can be approved by the CBFO Manager to authorize shipment to WIPP.

3) Provide mobile loading and transportation certification services support, for the initial site certification and subsequent annual recertification audits.

C.7.2.3 EM.CB.0080.07.02.01.03 QUALITY ENGINEERING SERVICES

The Contractor shall:

1) Perform WIPP site quality related functions to include:

- Document review and oversight for general plant activities;
- Document review, software evaluation, review of waste stream profile forms and general support to WDS activities;
- Maintain WIPP Software QA Program document;
- Maintain Qualified Supplier List and perform vendor evaluations;
- Conduct construction inspections and tests, including calibrated equipment;
- Maintain configuration control of all drawings, specifications, and software;
- Maintain an effective Graded Approach system

C.7.2.4 EM.CB.0080.07.02.01.04 QA OVERSIGHT OF WIPP OPERATIONS

The Contractor shall:

1) Perform scheduled QA/Quality Control, including: routine QA oversight and quality control such as assessments, inspections and review of WIPP site operations, maintenance activities, and subcontractor QA program. These site activities include surface and underground operations and maintenance, waste receipt and emplacement, and procurement quality reviews such as receipt and source inspections.

C.7.2.5 EM.CB.0080.07.02.01.05 QA PROGRAM FOR TYPE B PACKAGING

The Contractor shall:

1) Maintain a QA Program in accordance with 10 CFR 71, Subpart H to NRC certified Type B Packaging used for transportation in support of the CBFOONTP.

C.7.3 EM.CB.0080.07.03.01 SAFETY & HEALTH PROGRAM

The safety and health of all DOE and its Contractor's workers is of the highest priority. DOE promotes safety and health excellence of all workers, for all nuclear and non-nuclear activities. DOE establishes expectation of its Contractors of worker safety and health through the development of rules, directives, and guidance. The Contractor shall implement the DOE's safety and health requirements and ensure that the Contractor's workers and its subcontractors, the DOE and its subcontractors, and other personnel are adequately protected from hazards associated with WIPP M&O.

C.7.3.1 EM.CB.0080.07.03.01.01 SAFETY PROGRAM

The Contractor shall:

1) Develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program (WSHP*), and submit the program to DOE for review and approval. The WSHP shall be approved and implemented prior to the start of work.

2) Establish, maintain, and submit to DOE a single ISMS as required by 10 CFR 830 and 48 CFR 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*. The ISMS shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontractors as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for all work (i.e., at the WIPP site, in Carlsbad NM administrative buildings, and at NTP activities/generator/storage sites, etc.).

3) Ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities.

4) Coordinate with other WIPP site entities and Program Participants to ensure a clear understanding of roles, responsibilities, and compliance with applicable environmental requirements laws, regulations, permits, orders, and agreements when work is done at other sites.

5) Ensure that Environment, Safety and Health performance be considered in the selection of subcontracts and incorporated into subcontracts in accordance with DOE O 226.1.

Safety Culture

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 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 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 a culture that emphasizes the following safety culture attributes:
   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;
   g. Personal commitment to everyone's safety;
   h. Teamwork and mutual respect;
   i. Participation in work planning and improvement;
   j. Mindfulness of hazards and controls;
   k. Credibility, trust, and reporting errors and problems;
   l. Effective resolution of reported problems;
   m. Performance monitoring through multiple means;
   n. Use of operations experience; and
   o. Questioning attitude.

C.7.3.2 EM.CB.0080.07.03.01.02 INDUSTRIAL SAFETY PROGRAM

The Contractor shall:

1) Ensure that all WIPP activities are performed with minimal risk to the public, the environment, and the workers, through a WIPP Worker Protection Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference. Specific safety concerns include:
   - Pressurized and vacuum systems;
   - Hoisting and rigging;
   - Vehicles;
   - Electrical;
   - Excavation and trenching;
   - Fall protection;
   - Ladder usage;
   - Scaffolding;
   - Lock-out program;
   - Personal protective equipment requirements;
   - Mine safety;
   - Hazard identification, evaluation and mitigation;
   - Subcontractor safety;
   - Matrix Safety Staff to Backshift, Maintenance, Work Control, and Underground;
   - Oversight of construction and surface work;
   - Hearing protection and hearing conservation; and
   - Confined space.

C.7.3.3 EM.CB.0080.07.03.01.03 INDUSTRIAL HYGIENE PROGRAM

The Contractor shall:

1) Implement a comprehensive Industrial Hygiene (IH) Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

C.7.3.4 EM.CB.0080.07.03.01.04 OCCUPATIONAL MEDICAL PROGRAM (OMP)

The Contractor shall:

1) Provide an Occupational Medical Program (OMP) in compliance with 10 CFR 851 covering its employees, subcontractors, DOE CBFO employees and employees of other Program Participants, CTAC, and visitors. A documented section in the WSHP describing the Contractor's OMP is required. The OMP submittal must contain sufficient information to describe the Contractor's planned implementation of its OMP.

2) Provide industrial nursing services including first aid, emergency, and trauma treatment.

3) Operate WIPP Site medical facility and associated treatment and examination equipment.

C.7.3.5 EM.CB.0080.07.03.01.05 RADIOCHEMISTRY LABORATORY

The Contractor shall:

1) Administer and perform analysis of various radionuclides for bioassay, biota, industrial safety and hygiene, nuclear health and safety, environmental monitoring and compliance, headspace gas, RCRA, and emergency samples in support of WIPP Mission.

C.7.3.6 EM.CB.0080.07.03.01.06 RADIOLOGICAL CONTROL

The Contractor shall:

1) Develop and implement a RPP that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection.*

2) Conduct site activities in compliance with a DOE approved RPP to control internal and external dose from occupational radiation exposure and minimize the spread of contamination, consistent with 10 CFR 835 *Occupational Radiation Protection and the Departmental Implementing Guides*.

3) Develop, maintain, and execute a dosimetry monitoring program for all on-site personnel. The As Low as Reasonably Achievable (ALARA) process shall be applied to all EM program activities.

C.7.3.7 EM.CB.0080.07.03.01.07 NUCLEAR SAFETY

The Contractor shall:

1) Establish and maintain a Nuclear Safety Program in compliance with 10 CFR 830.

2) Develop and maintain documentation required to meet WIPP programmatic requirements, as described in Section C.2.0 above.

3) Ensure that all Hazard Category 1, 2, and 3 nuclear facilities are maintained and operated within the DOE approved safety basis in accordance with the requirements of DOE Order 433.1, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures. A Nuclear Maintenance Management Program shall be written to encompass Hazard Category 1, 2, & 3 nuclear facilities.

4) Comply with DOE requirements for Hazard Category 1, 2, and 3 nuclear facility start of operations and re-start of operations as required by DOE Order 425.1, *Verification of Readiness to Startup or Restart Nuclear Facilities*.

5) Implement and maintain WIPPs DSA and Technical Safety Requirements (TSRs) for operations. Ensure the DSA(s) reflects the appropriate regulations, DOE directives, codes and standards.

6) Implement and maintain a Comprehensive Emergency Management System in accordance with DOE Order 151.1, *Comprehensive Emergency Management System*.

Nuclear Criticality Safety

The Contractor shall:

1) Establish and maintain a Nuclear Criticality Safety Program (NCS) in compliance with DOE Order 420.1, *Facility Safety* and relevant directives, and consistent with relevant guides, and standards identified in this contract.

Fire Protection

The Contractor shall:

1) Manage the WIPP Fire Protection Program to provide inspections, testing, and maintenance and impairment identification to ensure compliance with DOE Order 420.1, *Facility Safety,* requirements.

C.7.4 EM.CB.0080.07.04.01 ENVIRONMENTAL AND REGULATORY COMPLIANCE

The Contractor shall:

1) The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the proposed action. The Contractor shall support DOE in complying with NEPA requirements and making NEPA determinations. The proposed activity may not proceed until all NEPA requirements have been satisfied. The Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

2) Maintain programs to ensure that WIPP and NTP operations comply with applicable regulatory requirements, as stated in Section J, Attachment entitled, *Requirements Sources and Implementing Documents*, including the WIPP LWA; US DOE Orders and Policies, the U.S. EPA; the NMED; the NRC; the DOT; and Other Environmental Statutes and Executive Orders.

3) Comply with all federal, state, and local environmental permits.

C.7.4.1 EM.CB.0080.07.04.01.03 EPA COMPLIANCE

The Contractor shall:

1) Maintain programs to ensure compliance with the requirements of Title 40 CFR Parts 191 *Environmental Radiation Protection Standards for Management and Disposal of Spent Nuclear Fuel, High Level and TRU Radioactive Wastes*, *Subpart A- Environmental Standards for Management and Storage*; the 1995 MOU between the DOE and EPA requiring the DOE to implement the requirements of *Part 61 National Emission Standards for Hazardous Air Pollutants* (NESHAP) Subpart H; *Part 191 Subpart B - Environmental Standards for Disposal; Subpart C - Environmental Standards for Ground-Water Protection*; and *Part 194 Criteria for the Certification and Re-certification of the Waste Isolation Pilot Plant's Compliance with Part 191 Disposal Regulations*.

2) Support and facilitate interface with the EPA during inspections, technical exchanges, and stakeholder engagements on matters related to recertification.

3) Assist the CBFO in the negotiations with EPA for modification of 40 CFR Part 194 – *Criteria for the Certification and Re-certification of the Waste Isolation Pilot Plant's Compliance* with the 40 CFR Part 191 *Disposal Regulations* to change the CBFO-certified program audit process.

4) Prepare all required documentation.

C.7.4.2 EM.CB.0080.07.04.01.04 STATE OF NEW MEXICO COMPLIANCE (MOD 32, 39)

1) Maintain programs to ensure compliance with the *WIPP HWFP,* applicable state of New Mexico Administrative Code (NMAC) regulations, Administrative Orders, applicable Administrative Compliance Orders (ACO).

2) Maintain the *WIPP HWFP* including the development of 10-yr Renewal applications, management of information updates, management of HWFP modification requests (PMRs), facilitate and support public hearings and stakeholder engagement on permitting/compliance matters, and interface with the NMED on inspections.

3) Maintain agreements with the state of New Mexico including the NM State Land Office for Water Easements and Right-of-Way rentals for to access New Mexico State Trust Lands; the NMED Petroleum Storage Tank Bureau for operation of underground storage tanks; the Air Quality Bureau for processing and maintaining air quality permits; the NM Office of the State Engineer (OSE) for the permitting of new well installations and plugging and abandonment of decommissioned wells; and the NM Oil Conservation Division (OCD) for injection well and oil well records; and pay any associated fees.

4) Maintain proficiency testing agreements with Contract Laboratories to support environmental monitoring requirements of the HWFP to support VOC analysis and use community resources for applicable WIPP Laboratory lease agreements.

5) Prepare all required documentation.

C.7.4.3 EM.CB.0080.07.04.01.05 NRC COMPLIANCE

The Contractor shall:

1) Maintain programs to ensure that packaging for transportation of TRU radioactive waste has met NRC QA requirements (LWA Section 16[a]), and extra-regulatory requirements apply due to legislation or agreement.

2) Develop and support a maintenance program for Type B packaging. Maintenance must be completed annually, and on a five-year basis, for all Type B packaging as specified in the applicable NRC-issued Certificate of Compliance.

3) Submit a safety analysis report for each transportation container, demonstrating compliance with applicable regulations.

C.7.4.4 EM.CB.0080.07.04.01.06 DEPARTMENT OF TRANSPORTATION (DOT) COMPLIANCE

The Contractor shall:

1) Maintain programs to ensure compliance with the requirements of the DOT.

2) Develop and support a program to manage DOT 7A, Type A packaging.

3) Select shipment routes using preferred routes established under DOT rules for the routing of highway route-controlled quantities per 49 CFR Part 397 *Transportation of Hazardous Materials*, Subpart D, *Routing of Class 7 (Radioactive) Materials*.

C.7.4.5 EM.CB.0080.07.04.01.07 MINE SAFTEY AND HEALTH ADMINISTRATION(MSHA) COMPLIANCE

The Contractor shall:

1) Prepare for and provide access to MSHA inspectors performing inspections of WIPP and associated construction projects in accordance with Section 11(a) of the *Land Withdrawal Act.*

2) Facilitate "periodic" (not less than 4 per year) inspections of WIPP mining operations, in accordance with 30 U.S.C. 801 et seq, and provide results to Secretary of Energy.

3) Provide access to the Bureau of Mines of the Department of the Interior to perform annual evaluations of safety at WIPP.

C.7.4.6 EM.CB.0080.07.04.01.08 OTHER ENVIRONMENTAL STATUTES AND EXECUTIVE ORDERS

The Contractor shall:

1) Maintain programs to ensure compliance with Memoranda of Understanding (MOU) between the DOE and regulatory agencies; extra-regulatory requirements due to legislation; Joint Powers Agreement with agencies from the State of New Mexico; Memoranda of Agreement (MOA) between the DOE and state regional groups; and Executive Orders.

2) Maintain Rights-of-Way awarded to the DOE by the *Bureau of Land Management under the Federal Land Policy and Management Act*, 43 CFR Part 2800.

3) Maintain the migratory bird special purpose permit issued to DOE by the U.S. Fish and Wildlife Service (USFWS) that allows for the relocation of certain bird species found onsite that could be in danger due to routine operations.

4) Comply with the Joint Powers Agreement with the State of New Mexico to manage cultural resources in accordance with sections 106 and 110 of the *National Historic Preservation Act (NHPA)*, the *Archaeological Resource Protection Act*, *Native American Graves Protection and Repatriation Act,* and applicable DOE orders.

5) Comply with the Conditions of Discharge Permit, DP-831, issued and enforceable by the NMED pursuant to Section 20.6.2.3104 NMAC, WQA, NMSA 1978 §74-6-5 and §74-6-10.

6) Maintain programs to review and tabulate threatened and endangered species in the vicinity of WIPP assets (reference DOE P 141.1 *DOE Management of Cultural Resources*, and to ensure compliance with Joint Powers Agreement with the State of New Mexico to manage cultural resources in accordance with Sections 106 and 110 of the *National Historic Preservation Act (NHPA)*, the *Archaeological Resource Protection Act*, *Native American Graves Protection and Repatriation Act*, and applicable DOE Orders.

C.7.4.7 EM.CB.0080.07.04.01.09 ENVIRONMENTAL MONITORING (MOD 39)

The Contractor shall:

1) Perform weekly airborne particulate sampling for radionuclides at seven primary sampling stations to trend environmental radiological levels and determine if there has been a deviation from established background radiological levels.

2) Perform air sampling at an additional 10 locations, plus duplicate sampling at the seven locations mentioned above, including evaluation in the event of a radiological release to the environment, and report sampling results as required.

3) Maintain and collect data from the two effluent air monitoring stations, known as Stations B and C.

4) Monitor and maintain the Station A sampler to assess the radiological contaminant concentration of ventilation air prior to HEPA filtration.

5) Report data collected as required.

6) Conduct other radiological environmental sampling including groundwater, surface water, soils, sediments, vegetation and game animals. The goal of this monitoring is to determine if the local ecosystem has been, or is being, adversely impacted by WIPP facility operations and, if so, to evaluate the geographic extent and the effects on the environment.

7) Polyfluoroalkyl substances (PFAS) Confirmation – Confirm there are no PFAS in WIPP chemical inventory to verify that PFAS contamination does not create a hazard at the WIPP Site:

a. Analyze and provide data for 24 PFAS chemicals during the following sample events:

i.6 WQSP wells to be collected with routine samples.
ii.3 piesometers (PZ-10, PZ-7, WQSP-6a) with routine samples.

iii.2 Facultative Lagoons (i.e., site discharge ponds) with routine samples.

iv. Any associated quality control/assurance samples (e.g., field blanks, equipment blanks) needed to support these samples to be reported with associated event.

C.7.5 EM.CB.0020.07.05.01 SAFEGUARDS AND SECURITY

The Contractor shall administer the WIPP S&S Program in accordance with the DOE directives, consistent with requirements approved by the Officially Designated Federal Security Authority (ODFSA), and in accordance with the CBFO Site Security Plan. This includes provision of Security Classification Officers as necessary.

The Contractor S&S program shall incorporates a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance with the DOE Design Basis Threat (DBT).

The Contractors S&S Program shall ensure:

- Effective interfaces are performed between safety and security before changes are made
- Protection of DOE assets against any applicable DBT
- Identification of DOE assets and operations requiring protection, per the DBT
- S&S plans have effective procedures including implementation by the security organization
- The security organization can demonstrate implementation of S&S plans and procedures
- The corrective action program is utilized to input, track, trend, and correct S&S issues
- Integration of systems, technologies, programs, equipment, supporting processes to ensure adequate protection of DOE assets and operations

The Contractor shall implement the following S&S topic areas, consistent with the requirements:

- **S&S Program Planning**
  - The Contractor shall develop, maintain, and implement an effective:
    - ODFSA approved S&S plan
    - Security conditions (SECON) program
    - Performance assurance program
    - Survey, review and self-assessment program

- **S&S Program Management Operations**
  - The Contractor shall develop, maintain, and implement an effective:
    - Foreign ownership, control, or influence (FOCI) program
    - Facility clearance and registration of S&S activities program
    - S&S awareness training program
    - Control of classified visits program
    - S&S training program

- Restrictions on the transfer of security funded technologies program
- Process including requesting exemptions and equivalencies for S&S programs

- **Protective Force Operations**
  - The Contractor shall develop, maintain, and implement an effective Protective Force program including:
    - Management
    - Training
    - Administration
    - Performance testing

- **Physical Protection**
  - The Contractor shall develop, maintain, and implement an effective Physical Protection program including:
    - Access controls
    - Intrusion detection and assessment systems
    - Barriers and delay mechanisms
    - Testing and maintenance
    - Communications

- **Information Security and Classification**
  - The Contractor shall develop, maintain, and implement an effective Information Security and Classification program for:
    - Identification and protection of controlled unclassified information, including official use only information; unclassified controlled nuclear information; export-controlled information; and classified information and matter
    - Technical security countermeasures; TEMPEST; protected distribution systems; wireless security; and communication security
    - Identification and protection of classified information, as needed

- **Personnel Security**
  - The Contractor shall develop, maintain, and implement an effective Personnel Security program for:
    - Access authorizations
    - Control of classified visits
    - S&S awareness training program

- **Foreign Visits and Assignments (FV&A)**
  - The Contractor shall develop, maintain, and implement an effective Foreign Visits and Assignments (FV&A) program for:
    - Sponsor program management and administration
    - Counterintelligence requirements
    - Export controls and technology transfer
    - Security plan requirements
    - Approval, periodic assessments, and reporting

- **Materials Control and Accountability (MC&A)**
  - The Contractor shall develop, maintain, and implement an effective Materials Control and Accountability (MC&A) program for material:
    - Accountability
    - Control
    - Measurement
    - Physical Inventory

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have the appropriate access authorization, requisite knowledge, experience, and qualifications; required equipment and information technology resources; and interface agreements prior to assuming their duties in support of the overall S&S program. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their primary S&S duties.

The Contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

C.7.5.1 EM.CB.0020.07.05.01.01 CYBER SECURITY

The Contractor shall implement a Cyber Security Program that ensures adequate protection of WIPP system operations, identifies threats and vulnerabilities, assesses overall risk to systems, provides incident response and system logging and mitigates those risks based on sound cyber security practices and the Risk Management Framework. The Cyber Security Program shall be developed in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance, and other government regulations. The desired outcome is a program that assures no degradations of performance, disruptions or compromises, including impacts to end users across the WIPP site by ensuring the confidentiality, integrity and availability of information system components and information based on current related federal laws, requirements, and agency polices. The Contractor shall ensure necessary Federal Information System Management Act (FISMA) systems achieve and maintain a full active Certification and Accreditation (C&A) to support an ongoing Authorization to Operate (ATO) for the life of the systems from the WIPP site Authorizing Official (AO) pursuant to related regulations. Related program elements shall be implemented and approved via active coordination with the Authorizing Official Designated Representative (AODR). The contractor shall rely on related Federal Information Processing Standards (FIPS) and the appropriate National Institute of Standards and Technology (NIST) special publications and ensure they are adhered to as the leading technical requirements.

The Contractor must define a process for incident reporting that requires all cybersecurity incidents involving federal information or information systems, including privacy breaches, under contractor control to be identified, mitigated, categorized, and reported in accordance with the DOE Incident Response Plan.

C.7.6 EM.CB.0080.07.06.01 EMERGENCY MANAGEMENT

The Contractor shall provide an Emergency Management program that is integrated into a single site-wide program, and coordinated with other DOE prime contractors as documented in the Contractor's Interface Agreements. The Emergency Management program shall be compliant with DOE O 150.1, *Continuity Programs* and 151.1, *Comprehensive Emergency Management System*. The Emergency Management program shall be adequate to analyze, plan, and respond to all potential hazards that are presented, existing, transported, or located with facilities operated and/or otherwise supported by the Contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:

- Minimize the consequences of all emergencies involving or affecting facilities and activities (including transportation operations/activities);

- Protect the health and safety of all workers and the public from hazards associated with site operations and those associated with decontamination, decommissioning, and environmental restoration;

- Prevent damage to the environment; and

- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including Federal interagency emergency plans.

The Contractor shall provide executive management, administrative, and operational support for the Emergency Management Program to the WIPP in accordance with DOE Orders, the CFR, and the WIPP Hazardous Waste Facility Permit. The Contractor shall administer Emergency Management functions to provide independent overview, guidance and support to safety and health requirements for WIPP operations.

The Contractor shall establish and maintain the ability to respond to all on-site hazards and emergencies (e.g. Mine Rescue, Fire, Radiological, etc.), and assist surrounding counties in emergency responses under Mutual Aid Agreements (MAA).

- Provide effective organizational management and administrative control of the facility Emergency Management Program by establishing and maintaining authorities and resources necessary to plan, develop, implement, and maintain a viable, integrated, and coordinated comprehensive Emergency Management Program.

- Review and update as needed the Emergency Management Plan and other related plans which document the emergency management program including the provisions for response to an Operational Emergency.

- Review and update, as necessary, emergency response procedures which describe how emergency plans must be implemented.

- Provide a comprehensive, coordinated, and documented program of training, drills, and exercise to ensure that preparedness activities for developing and maintaining program-

specific emergency response capabilities are accomplished.

- Ensure that Emergency Response Office (ERO) personnel are trained and qualified for their respective positions, including maintaining proficiency on an annual basis.

- Develop drill/ exercise plans and after-action reports that reflect annual participation by ERO personnel and develop drill scenarios for new program initiatives and training.

- Maintain and implement a Readiness Assurance Plan for the Emergency Management Program to ensure that plans, procedures, and resources are maintained, exercised, and evaluated.

- Integrate social media into informing the public during an emergency, in accordance the DOE-Office of Enterprise Assessment's Integration of Social Media into Emergency Public Information, January 2021.

C.7.6.1 EM.CB.0080.07.06.01.01 CORRIDOR EMERGENCY PREPAREDNESS

The Contractor shall:

1) Provide the ongoing training of emergency responders along the WIPP transportation routes, which includes 21 states and 6 tribal governments, as mandated by the drivers below.

2) Train, equip, and manage an IART, of specialized transportation and packaging engineers/experts, to affect the recovery of any package involved in an accident and in need of physical recovery.

3) Provide support to DOE Headquarters for the continued development and refinement of the DOE national training program, Modular Emergency Response Radiological Transportation Training (MERRTT) program, of which this is a part, to ensure the interest of CBFO/WIPP is protected.

4) Procure, upgrade, and maintain the equipment and supplies necessary to conduct national training and exercise programs in the support of WIPP/CBFO.

5) Provide the coordination, research and support necessary for transportation initiatives related to changes in routing, transportation security.

6) Provide support of federal, tribal, local and state agencies for emergency response to any transportation incident/accident involving a WIPP vehicle.

7) Provide coordination and support to state, tribal, and local governments for the conduct of WIPP transportation exercises program as required.

8) Maintain continuing education credits from national professional organization for the hospital training course and OSHA compliance with 29 CFR 1910.120(q).

9) Provide training to the carrier drivers and train-the-trainer program in Carlsbad.

10) Maintain the training and emergency response expertise, certifications, skills, and organizational memberships necessary for the staff to retain credibility with DOE, state, tribal, and local government training authorities.

11) Provide support to CBFO for the International Repository Program.

C.7.6.2 EM.CB.0080.07.06.01.02 RADIOLOGICAL ASSISTANCE PROGRAM (RAP)

The Contractor shall:

1) Support NNSA Albuquerque Operations by providing, managing, equipping, directing, and training a Radiological Assistance Program (RAP) team meeting all National Nuclear Security Administration (NNSA) readiness and capability requirements in accordance with CBFO/NNSA Albuquerque Operations Office Memorandum of Agreement dated 3/25/02, and the current Radiological Assistance Program Field Operational Guide.

2) Procure and maintain equipment and supplies, to include response vehicles, to ensure the rapid response of the team at any time day or night and to provide for the team's security and safety.

3) Participate in DOE sponsored or supported exercises and drills with federal, state, tribal and local governments.

4) Assist federal agencies, state, tribal and local governments in developing or resolving emergency preparedness, training or exercise issues.

5) Respond in a timely manner to radiological accidents and incidents as directed by the NNSA.

6) Support training and exercise programs required by the WIPP LWA.

C.8.0 EM.CB.0080.08.01 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) TASK ORDERS

The Contractor shall:

1) Perform work associated with Indefinite Delivery/Indefinite Quantity (ID/IQ) Task Orders

issued under this contract. Task Orders may be issued to complete scope of work for the major program components that currently encompass the DOE EM operations at the WIPP site. These components may include additional work in areas such as: environmental monitoring, surveillance and maintenance, CAPs, and/or other support activities.

PART I – THE SCHEDULE

SECTION D

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D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

(a) Preservation, packaging and packing for shipment, and mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; and

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract, as identified in Section G of the Contract, or if none, to the Contracting Officer.

D.2 SECURITY REQUIREMENTS

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

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SECTION E

INSPECTION AND ACCEPTANCE

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E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in 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 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001)	
E.1.2	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984)	
E.1.3	FAR 52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)	
E.1.4	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a).
E.1.5	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
E.1.6	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	

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

Quality Assurance Program (QAP) compliant with DOE O 414.1, Change 2, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management,* Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

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

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

(i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.

(ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

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

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

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

(i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;

(ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;

(iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and

(iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.

For the design, purchase, fabrication, handling, shipping, storing, cleaning, assembly, inspection, testing, operation, maintenance, repair, and modification of components of Nuclear Regulatory Commission-certified shipping packaging (i.e., TRUPACT-II, HalfPACT, TRUPACT-III, RH 72-B packaging), the Contractor shall comply with 10 CFR 71, *Packaging and Transportation of Radioactive Material*, Subpart H – *Quality Assurance.*

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

(Modified in MODs 14, 24)

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F.1. CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in 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) - Alternate I (Apr 1984)	
FAR = Federal Acquisition Regulation			

F.2. PERIOD OF PERFORMANCE (MODs 14, 24)

(a) The base contract period shall be four years from the effective date of this Contract. There are six one-year option periods that may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract and Section B- DOE-B-2014 Option to Extend the Term of the Contract: Estimated Cost, Fee and Period Of Performance (OCT 2014). The period of performance of each CLIN can be found below:

CLIN Title
00001- Contract Transition 90 Days (PWS Section C.1)
Base Period
00002- Base Contract Period February 4, 2023 – November 7, 2026 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
Option Periods
00003- Option Contract Period November 8, 2026 – September 30, 2027 ~~November 7, 2027~~ (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
00004- Option Contract Period October 1, 2027 – September 30, 2028 ~~November 8, 2027 – November 7, 2028~~ (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
00005- Option Contract Period October 1, 2028 – September 30, 2029~~November 8, 2028 – November 7, 2029~~ (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
00006- Option Contract Period October 1, 2029 – September 30, 2030~~November 8, 2029 – November 7, 2030~~ (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)

00007- Option Contract Period October 1, 2030 – September 30, 2031 ~~November 8, 2030 – November 7, 2031~~(PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
00008- Option Contract Period October 1, 2031 – November 7, 2032~~November 8, 2031 – November 7, 2032~~ (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
Capital Asset Projects
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) February 4, 2023 – August 25, 2025 (PWS Section: C.5.1.1)
00010- 15-D-412 Utility Shaft (US) project February 4, 2023 – July 22, 2025 (PWS Section: C.5.1.2)
00011- 21-D-401 Hoisting Capability February 4, 2023 – November 7, 2026 (PWS Section: C.5.1.3)
00012- Option- 21-D-401 Hoisting Capability November 8, 2026 – March 19, 2027 (PWS Section: C.5.1.3)

(b) The Contract transition period is 90 days from the Notice To Proceed. The Contractor will assume full responsibility for the PWS after completion of the transition period.

(c) The Contract's maximum period of performance, including the transition period and option periods, if exercised, shall not exceed 10 years, except as provided at DEAR 917.602.

(d) The IDIQ CLIN will have an ordering period of four years and is expected to be extended when each Option Contract Period described in Section B.3 is exercised, if all Option Contract Periods are exercised, the IDIQ CLIN ordering period will not exceed ten (10) years. Issuance of Task Orders will not occur beyond the end of the Contract period of performance. Performance of all Task Orders issued before the end of the Contract period of performance shall not extend beyond the end of the Contract period of performance.

F.3. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

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

- The principal place of performance of this contract shall be within the boundaries of the U.S. Department of Energy Waste Isolation Pilot Plant (WIPP) site in the vicinity of Carlsbad, New Mexico, and various other locations across the DOE Complex.

PART I – THE SCHEDULE SECTION G

CONTRACT ADMINISTRATION DATA

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G.1. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

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) (MOD 32, 39, 46)

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) Contract Specialist:

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Daniel Burke

(B) Telephone number: 575-361-0008

(C) Address:
4021 National Parks Hwy
Carlsbad, NM 88220

(D) Email address: Daniel.burke@cbfo.doe.gov

(2) Administrative Contracting Officer

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Daniel Burke

(B) Telephone number: 575-361-0008

(C) Address:
4021 National Parks Hwy
Carlsbad, NM 88220

(D) Email address: Daniel.burke@cbfo.doe.gov

(3) Contracting Officer's Representative

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Mindy Toothman ~~K. Y. Craft, Jr.~~

(B) Telephone Number: 575-706-0011 ~~575-361-4788~~

(C) Address:
4021 National Parks Hwy
Carlsbad, NM 88220

(D) Email address: Mindy.Toothman@cbfo.doe.gov ~~k.y.craft@cbfo.doe.gov~~

(4) Intellectual Property Counsel

(A) Patent Attorney TBD ~~Myles Hall~~

(B) Telephone number: ~~575-707-0033~~

(C) Address:
4021 National Parks Hwy
Carlsbad, NM 88220

(D) Email address: ~~myles.hall@cbfo.doe.gov~~

(5) Government Contract Administration Office

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Daniel Burke

(B) Telephone number: 575-361-0008

(C) Address:
4021 National Parks Hwy
Carlsbad, NM 88220

(D) Email address: Daniel.burke@cbfo.doe.gov

(6) Contracting Officer's Representative for Capital Asset Line Item Projects

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Charles (Chuck) Comeau

(B) Telephone number: 803-208-7431

(C) Address:
US Department of Energy
Savannah River Operations Office, Bldg 122S, Rm 2
Aiken, SC 29802

(D) Email address: Charles.Comeau@srs.gov

(7) Alternate Contracting Officer's Representative for M&O contract

(A) U.S. Department of Energy
Office of Environmental Management
Attn: Casey Gadbury ~~Waqas Iqbal~~

(B) Telephone number: 575-706-0046 ~~575-247-1055~~

(C) Address:
4201 National Parks Hwy
Carlsbad, NM 88220
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G.5. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (JUL 2018)

(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, but are not limited to, any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall 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 Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

G.6. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

G.7. COST REPORTING PROCEDURES

The following reporting procedures will apply to submission of a monthly cost report for work specified in the Performance Work Statement.

(a) The Contractor will separately identify costs that pertain to the work scope. The Contractor shall submit a monthly report that separates and identifies costs associated with each level of the WBS at the program, project levels and CLIN level. The report shall conform to any content guidance that may be provided by the Contracting Officer, but at a minimum will include a breakdown of labor hours and material costs.

(b) The monthly report shall identify the total amount drawn on the letter of credit.

(c) The Contractor shall certify in each monthly report that the costs included in the report were incurred only to accomplish the work in accordance with the work scope.

G.8. INVOICING DURING TRANSTION PERIOD ONLY

During the Transition Period only, the Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the Contract. The Contractor shall submit vouchers electronically through the DOE Office of Finance and Accounting Payment Services Team Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov. A paper copy of a voucher that has been submitted electronically will not be accepted. Billing procedures for the Transition Period will be finalized during the post-award conference, and will be in accordance with all applicable regulations and best practices.

G.9. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

G.10. COST REPORTING PROCEDURES

The following reporting procedures will apply to submission of a monthly cost report for work specified in the Performance Work Statement.

(a) The Contractor will separately identify costs that pertain to the work scope. The Contractor shall submit a monthly report that separates and identifies costs associated with each level of the WBS at the program, project levels and CLIN level. The report shall conform to any content guidance that may be provided by the Contracting Officer, but at a minimum will include a breakdown of labor hours and material costs.

(b) The monthly report shall identify the total amount drawn on the letter of credit.

(c) The Contractor shall certify in each monthly report that the costs included in the report were incurred only to accomplish the work in accordance with the work scope.

G.11. INVOICING DURING TRANSTION PERIOD ONLY

During the Transition Period only, the Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the Contract. The Contractor shall submit vouchers electronically through the DOE Office of Finance and Accounting Payment Services Team Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov. A paper copy of a voucher that has been submitted electronically will not be accepted. Billing procedures for the Transition Period will be finalized during the post-award conference, and will be in accordance with all applicable regulations and best practices.

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

(MODs 14, 32, 39, 46, 58, 59, 61, 66, 71, 72, 77, 90, 94)

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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 BENEFIARIES (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 the Section H.4 – H.7 clauses entitled, *Workforce Transition and Employee Hiring Preferences, Including Through Period of Performance*, and *Employee Compensation: Pay and Benefits*; and *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, 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, noted in Block 28 of the SF 33, *Solicitation, Offer and Award,* Block 20C of the SF 26 *Award/Contract*.

(b) "Contract Effective Date" means the date noted in Block 3 of the SF 26.

(c) "Contract Transition Period" means the transition period as defined in Section F of this Contract.

(d) "Incumbent Contractor" means Nuclear Waste Partnership, LLC (NWP) under contract DE-EM0001971.

(e) "TRIAD National Security, LLC is the entity performing work for the National Nuclear Security Administration (NNSA) under Contract No. 8923318CNA000001 (TRIAD).

(f) "Incumbent Employees" means employees who are regular employees of the Incumbent Contractor as of the effective date of the contract transition Notice to Proceed.

(g) "Non-Incumbent Employees" means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the effective date of the contract transition Notice to Proceed.

(h) "Notice to Proceed" is defined in Section C, *Performance Work Statement*. References to "Notice to Proceed" in Section H CHRM clauses H.4 through H.14 specifically refer to the effective date of contract transition issued in writing by the Contracting Officer.

H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES, INCLUDING THROUGH PERIOD OF PERFORMANCE (MOD 14)

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires. The Contractor shall comply with the hiring preferences set forth below.

(a) The Contractor shall provide during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Waste Isolation Pilot Plant (WIPP) Site for non-managerial positions (i.e., all those below the first line of supervision) in accordance with the hiring preferences in paragraphs (1) and (2) below, in descending order of priority, any applicable collective-bargaining agreement(s), any applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, and in accordance with applicable law.

(1) The Contractor shall provide Incumbent Employees and those employees employed by TRIAD at the Carlsbad, New Mexico (NM) site that are currently performing and certified to perform the mobile loading unit services, the hiring preferences in paragraphs (i) and (ii) in descending order of priority:

(i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee and those TRIAD employees who are currently performing and certified to perform the mobile loading unit services at Carlsbad, NM site held on the effective date of the contract transition Notice to Proceed.

(ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.

(2) The Contractor shall give a preference in hiring to individuals who, as former employees of NWP, are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the WIPP Site.

(b) The Contractor shall provide, throughout the period of performance, preferences in hiring for vacancies at the WIPP Site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.

(1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at the WIPP Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) and (B), in descending order of priority, who are eligible for the hiring preference in the

Section I clause entitled "DEAR 952.226-74, Displaced Employee Hiring Preference," consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of former employees:

(A) Former employees of the Incumbent Contractor or any other DOE contractor [or teaming subcontractor of a DOE contractor] at the WIPP Site.
(B) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.

(3) The Contractor shall give a preference in hiring to individuals who (A) were formerly employed by the Incumbent Contractor at the WIPP Site, including individuals previously employed by NWP; and (B) were involuntarily separated (other than for cause) from their employment at the WIPP Site who are not precluded from seeking employment at the WIPP Site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (C) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.

(4) The Contractor shall give a preference in hiring to individuals (A) who have separated from employment at the WIPP Site for any reason other than for cause; (B) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (C) who are qualified for a particular position.

H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (~~OCT 2017~~ MAY 2025) (MOD 72)

(a) 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 970.3102-506 "*Compensation for Personal Services*." Additionally, 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. Periodic appraisals of contractor performance with respect to the Contractor's Total Compensation System may be conducted.

Compensation costs will be audited annually as part of the annual indirect cost rate proposal audit (synonymous with an incurred cost proposal audit). The audit will be used to establish final allowable costs for the reportable fiscal year. The Contractor is required to submit an adequate annual final indirect cost rate proposal in accordance with DEAR 970.5216-7, as found in Policy Flash 2022-23. The annual incurred cost rate proposal will be initially

reviewed for adequacy and then audited. Included in the scope of the audit are direct and indirect compensation costs (e.g., salaries, health benefits, pensions, etc.). Failure to adequately support the incurred costs may result in the claimed costs being disallowed in part or in its entirety.

(b) Compensation and Benefits Report

The Contractor shall provide the Contracting Officer an Annual Compensation and Benefits Report no later than March 15th of each year.

(c) Cash Compensation

(1) 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 not included in the contractor's internal Compensation Increase Plan (CIP). For those Key Personnel included in the internal CIP, DOE will approve salaries upon the initial Contract award and when Key Personnel are replaced during the life of the Contract. 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. 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). Any such deviations must be approved by the Contracting Officer.

(2) Except as set forth in a workforce restructuring plan approved by DOE, severance pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns, or retires from employment,

(ii) Is offered employment with a successor/replacement contractor,

(iii) Is offered employment with a parent or affiliated company, or

(iv) Is discharged for cause.

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

(d) Pension and Other Postretirement Benefit Programs

(1) Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements, applicable collective bargaining agreement(s) and applicable law.

(2) The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions.

(3) Cost reimbursement for post-retirement benefits (PRBs) other than pensions is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service of not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. To be allowable, PRB costs must comply with FAR 31.205-6(o)(2)(i) and be assigned to the period in which benefits are actually provided or are paid to an insurer, provider, or other recipient for current year benefits or premiums. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(4) Each Contractor sponsoring a defined benefit pension plan and/or post-retirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (f)(4) below for Pension Management Plan requirements).

(5) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

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

Notwithstanding the requirement in (f)(1), employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract Award.

(f) Basic Requirements

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

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

(3) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(4) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than February 15th of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. If requested by the Contracting Officer, the Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

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

(1) Contractors that sponsor single employer, multiple employer, or multiemployer defined benefit pension plans will be reimbursed for the annual required minimum contributions after fully applying any prefunding and carryover balances. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. The Contractor requesting above the minimum shall submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(h) Changes to Pension and PRB Plans

No presumption of allowability will exist when the Contractor makes changes to existing pension plans or PRB plans that impact the Department's long-term liability, 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 changes that result in increases to the Department's long-term pension and PRB liabilities that are reported in the Department's financial statement. Examples of changes that increase the Department's long-term liabilities include defined benefit pension plan changes and PRB plan changes. At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs to the Department's long-term liabilities as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-506.

(1) For proposed changes to pension plans, the Contractor shall provide the following to the Contracting Officer:

(i) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(ii) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

(iii) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;

(iv) the Summary Plan Description; and,

(v) any such additional information as requested by the Contracting Officer.

(i) Terminating Operations

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

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(j) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(3) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the net asset reversion after any taxes from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(4) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(k) Definitions

(1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.

(2) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

(3) Separate Plan. As defined by IRC Sec. 414(l), assets designated for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

(4) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a plan termination basis.

~~(a) Contractor Employee Compensation Plan~~

~~The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable~~

~~cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.~~

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

~~(1) Philosophy and strategy for all pay delivery programs.~~
~~(2) System for establishing a job worth hierarchy.~~
~~(3) Method for relating internal job worth hierarchy to external market.~~
~~(4) System that links individual and/or group performance to compensation decisions.~~
~~(5) Method for planning and monitoring the expenditure of funds.~~
~~(6) Method for ensuring compliance with applicable laws and regulations.~~
~~(7) System for communicating the programs to employees.~~

(8) System for internal controls and self-assessment.
(9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with 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.

(c) 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:

(1) An annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts; and planned distribution of funds for the following year.

(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.

(3) An annual Compensation and Benefits Report no later than March 15th to be submitted each year in iBenefits or its successor.

(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are the employees who are regular employees of the Incumbent Contractor

(A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees and to TRIAD employees who are

currently performing and certified to perform the mobile loading unit services at Carlsbad, NM site as compared to pay provided by NWP and TRIAD for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by NWP. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements, applicable collective bargaining agreement(s), and applicable law.

(2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the effective date of contract transition Notice to Proceed. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) 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, 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:

- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed **1.0** percent in total.
- 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.
- Salary structure adjustments do not exceed the mean WorldatWork

~~structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.~~

- ~~Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the 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. The CIP should include the following components and data:~~

~~(1) Comparison of average pay to market average pay.~~
~~(2) Information regarding surveys used for comparison.~~
~~(3) Aging factors used for escalating survey data and supporting information.~~
~~(4) Projection of escalation in the market and supporting information.~~
~~(5) Information to support proposed structure adjustments, if any.~~
~~(6) Analysis to support special adjustments.~~
~~(7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (d) 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).~~

~~(8) A discussion of the impact of budget and business constraints on the CIP amount.~~

~~(9) Comparison of pay to relevant factors other than market average pay.~~

~~(v) After receiving DOE CIP approval or if criteria in (d)(3)(A)(iii) was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.~~

~~(vi) 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).~~

~~(B) 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 (d)(3)(A)(vi) 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.~~

~~(C) Severance Pay is not payable to an employee under this Contract if the employee:~~

~~(i) Voluntarily separates, resigns or retires from employment.~~

~~(ii) Is offered employment with a successor/replacement Contractor,~~

~~(iii) Is offered employment with a parent or affiliated company, or~~

~~(iv) Is discharged for cause.~~

~~(D) 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.~~

~~(e) Pension and Other Benefit Programs~~

~~(1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.~~

~~(2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.~~

~~(3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) except for defined benefit plans that are closed to new entrants and (B) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or~~

~~other benefit plan which increases costs.~~

~~(A) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,~~

~~(B) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.~~

~~(4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.~~

~~(5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.~~

~~(6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.~~

~~(7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.~~

~~(8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.~~

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

~~requirements).~~

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

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

~~(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.~~

~~(2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new contract award or the extension of a contract.~~

~~(g) Basic Requirements~~

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

~~(1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code (IRC).~~

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

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

~~(3) For existing Commingled Plans, the Contractor shall maintain and provide annual~~

separate accounting of DOE liabilities and assets as for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of the Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31st of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

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

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

(2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a

~~business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.~~

~~(i) Reporting Requirements for Designated Contracts~~

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

~~(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.~~

~~(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.~~

~~(3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.~~

~~(j) Changes to Pension Plans~~

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

~~(1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:~~

- ~~a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout,~~
- ~~an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs,~~
- ~~except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans,~~

- the Summary Plan Description, and
- any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:

- demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
- provide the dollar estimate of savings or costs, and
- provide the basis of determining the estimated savings or cost.

(k) Terminating Operations

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

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual basis market value" on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

~~(3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.~~

~~(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.~~

~~(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.~~

~~(6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.~~

~~(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.~~

~~(m) Special Programs~~

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

~~(n) Definitions~~

~~(1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.~~

~~(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.~~

~~(3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.~~

~~(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.~~

~~(5) Designated Contract. For purposes of this clause, a contract (other than a prime cost~~

~~reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.~~

~~(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.~~

~~(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.~~

~~(8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.~~

~~(9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414(l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."~~

H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Service Credit. The Contractor shall provide pension and other benefit plans to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:

(1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in the Section H clause entitled, *Definitions*, the Contractor shall carry over the accrued leave balances and the length of service credit 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).

(2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Section H Clause entitled, *Employee Compensation: Pay and Benefits (Oct 2017)*.

(b) Allowable Salary for Key Personnel, if required: Within 20 days after the start of the effective date of the contract transition Notice to Proceed, 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.

(c) 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 CO annual actuarial valuations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This valuation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial valuation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation, and coverage testing requirements for the Contractor and any of its subcontractors that are participating employers in the plans.

(1) Meeting Testing Requirements. With the approval of the CO, the Contractor shall establish threshold factors that indicate when the Contractor's Defined Benefit Pension Plan(s) may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify when the Defined Benefit Pension Plan(s) may not meet testing requirements for the current plan year and the following plan year.

(2) Failure to Meet Testing Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the CO indicate that the Defined Benefit Pension Plan(s) may not meet testing requirements, the Contractor shall provide the CO with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the CO, the Contractor shall provide quarterly updates on the status for testing purposes.

(3) Changes to the Defined Benefit Pension Plan(s). In addition to any other provision of this Contract, including but not limited to Clause H.5, the Contractor shall provide advance written notification to the Contracting Officer for any other changes or amendments to the Defined Benefit Pension Plan(s) no less than _30__days prior to implementing the change or amendment. The advance written notification shall include the information detailed in in H.5(j)(1).

H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF 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 Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and Section I clause entitled, DEAR 952.226-74, *Displaced Employee Hiring Preference*. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within 10 days after the effective date of the contract transition Notice to Proceed, the Contractor shall:

(i) Provide to the Contracting Officer a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, if any, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Section H clause entitled, *Labor Relations*, and contact information or the above personnel.

(ii) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with Incumbent Contractor to ensure compliance with Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* during the contract transition period.

(iii) Establish and submit to the Contracting Officer a draft communication plan detailing the communication the Contractor will engage in with the Incumbent Contractor, its employees, and any labor organizations representing those employees, regarding implementation of the hiring preference requirements set forth in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*;

(iv) Obtain information from the Incumbent Contractor, identifying the Incumbent Employees who have initially been identified as being at risk of being involuntarily separated. Provide and define a process as part of transition agreement(s) required for obtaining updated and continuous information through the Transition Period regarding the identification of employees by Incumbent Contractor that have been identified as being at risk of being involuntarily separated.

(2) Within 15 days after the effective date of contract transition Notice to Proceed, the Contractor shall:

(i) Submit to the Contracting Officer copies of the draft WF 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 Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and the requirements of Section H clause entitled, *Labor Relations* as applicable.

(ii) Provide a copy to the Contracting Officer of its final communication plan with the Incumbent Contractor(s) regarding the implementation of the hiring preferences in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after the effective date of contract transition Notice to Proceed, the Contractor shall provide to the Contracting Officer a copy of the final WF Transition Plan described in paragraph (a) above.

(4) Within 60 days after the effective date of contract transition Notice to Proceed, the Contractor shall provide to the Contracting Officer copies of the final transition agreement(s) described in paragraph (a)(1)(B) above.

(5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's implementation of the hiring preferences required by Section H clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*. These reports shall include the following information: employees hire dates or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

(i) During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or

(ii) On a less frequent basis, as 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 draft Benefits Transition Plan for Contracting Officer approval, within 20 days after effective date of the contract transition Notice to Proceed, as set forth herein:

(i) A detailed description of the Contractor's plans and procedures as to how the Contractor will comply with Section H clause entitled, *Employee Compensation: Pay and Benefits*, and the Section H clause entitled, *Special Provisions Applicable to Workforce Transition & Employee Compensation Pay and Benefits* and this Paragraph (b)(1) and (b)(2). All transitions of the existing pension plan(s) and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the Contract Transition Period.

(ii) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(iii) A written description of how pension and other benefit plans provided to employees pursuant to Section H clause entitled, *Employee Compensation: Pay and Benefits* and Section H clause entitled, *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 Contract Transition Period.

(iv) If needed, the draft Benefits Transition Plan should address if an asset transfer agreement(s) is needed to transfer assets from the Incumbent Contractor's pension plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the Contract Transition Period the Contractor shall provide a description of the necessary transactions, and how the Contractor proposes to comply with the Contract and applicable law governing such transactions and a schedule for Contracting Officer approval for when the benefit plan will be developed and assets transferred.

(2) The Contractor shall perform the following activities within the specified timeframes:

(i) Within 10 days after the effective date of contract transition Notice to Proceed, the Contractor shall:

(A) Provide the Contracting Officer with a list of Contractor personnel (or advisors or representatives) who will be responsible for transitioning into the WIPP Pension Plan or other existing benefit plans, and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor of the WIPP Pension Plan and contact information for the above personnel;

(B) Request the Incumbent Contractor to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the WIPP Pension Plan and other existing benefits plans, or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Contract Transition Period; and

(C) Provide estimated costs and detailed breakouts of the costs to accomplish benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

(ii) Within 15 days after the effective date of contract transition Notice to Proceed, the Contractor shall provide to the Contracting Officer a list of the information and documents the Contractor has requested from the Incumbent Contractor(s) pertaining to the transition in the WIPP Pension Plan, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Section H clause entitled, *Workforce Transition and Employee Hiring Preferences*

Including through Period of Performance, and Section H clause entitled, *Employee Compensation: Pay and Benefits*.

(iii) Within 20 days after the effective date of contract transition Notice to Proceed, the Contractor shall:

(A) Submit the draft Benefits Transition Plan

(B) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Section H clause entitled, *Employee Compensation: Pay and Benefits*, including requirements pertaining to the transition of employee benefit plans; and

(C) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the WIPP Pension Plan, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.

(D) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Contract, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Section H.5 and H.6 Clauses entitled Employee Compensation: Pay and Benefits and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, including execution of transition agreements with the Incumbent Contractor and other applicable entitles. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

(iv) Within 30 days after the effective date of the contract transition Notice to Proceed, the Contractor shall provide a final written Benefits Transition Plan to include a description of how the existing pension or other benefit plans provided to employees pursuant to Section H.5 clause entitled, *Employee Compensation: Pay and Benefits*, may be amended or restated on or before the last day of the 90 day Contract Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

(v) Within 45 days after the effective date of the contract transition Notice to Proceed, the Contractor shall:

(A) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in the WIPP Pension Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

(B) Submit to the Contracting Officer drafts of any new benefit plan(s) or plan changes to existing benefit plans with time frames for implementation as well as draft SPDs that the Contractor proposes to sponsor.

(C) Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Section H.5 clause entitled, *Employee Compensation: Pay and Benefits*.

(vi) No later than 60 days after the effective date of the contract transition Notice to Proceed and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.

(vii) No later than the end of the Contract Transition Period the Contractor shall submit copies of the executed transition agreements as required to the Contracting Officer.

(viii) If the Contractor is unable to fully implement a market-based plan by the end of the Contract Transition Period, the Contractor shall submit a fully documented request within 90 days after the end of the Contract Transition Period (including, but not limited to, plan description, proposed changes, schedule, implementation strategy, cost/benefit analysis) to the Contracting Officer for approval.

(ix) The Contractor shall respond to any comments provided by the Contracting Officer under this subparagraph (b)(2) 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 provide to the Contracting Officer upon the request of 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.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*; and

(iii) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the CO for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.8 DOE-H-7021 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (SEP 2017)

(a) If this contract expires or terminates and DOE has awarded a contract under which a new Contractor becomes a sponsor/participating employer and assumes responsibility for management and administration of the WIPP Pension Plan and WIPP Welfare Benefit Plan or other benefit plans covering active or retired contractor employees with respect to service at WIPP site (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new Contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled Plan is involved, the Contractor shall:

(1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(b) If this contract expires or terminates and DOE has not awarded a contract to a new Contractor under which the new Contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The Parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the Parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.

H.9 DOE-H-7025 LABOR RELATIONS (SEP 2017)

(a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the Age Discrimination in Employment Act of 1967, as amended, and to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities consistent with applicable laws.

(b) Consistent with applicable labor laws and regulations, for work currently performed by members of the United Steelworkers and International Guards Union of America (formally represented by United Government Security Officers of America) on the effective date of this Contract, the Contractor agrees to initially consult with these unions regarding the initial terms and conditions of employment and to recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the WIPP Site.

(c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the contract.

(d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR 22.1 and DEAR 970.2201 and all applicable Federal and State Labor Relations laws.

(e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the collective bargaining agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.

(f) 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 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 (NLRB) 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.

(g) The Contractor shall immediately notify the Contracting Officer of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

(h) The Contractor shall provide the Contracting Officer a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.

(i) The Contractor shall provide the Contracting Officer with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.

(j) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. Within one day of receipt, the Contractor shall provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:

(1) A list of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;

(2) A brief description of issues regarding each grievance;

(3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;

(4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.10 WORKFORCE RESTRUCTURING (MODs 59, 66)

(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 required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved 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 SSVSP 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 30 business days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office- assistantgeneral-counsel-labor-and-pension.

(f) Pay-in-lieu of notice beyond two work-weeks 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 ~~(also known as a diversity analysis)~~ as part of its determination to undertake involuntary separation action(s). A copy of the adverse impact ~~diversity~~ 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 ~~diversity~~ 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 ~~diversity~~ 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 SSVSPs 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, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

H.11 LABOR STANDARDS

(a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Construction Wage Rate Requirements (CWRR) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the CWRR, the SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the CWRR, Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222- 41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees Working on Federal or Federally Assisted Construction Projects* and/or WH-1313, *Notice to Employees Working on Government Contracts*.

(c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice. This form is available on the Department of Labor website at: http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp. The form shall be submitted to the Contracting Officer.

(d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

(e) The Contractor shall prepare and submit, to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, *Davis Bacon Semi-Annual Labor Compliance Report,* by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

H.12 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014) (REVISED)

The Service Contract Labor Standards statute (formerly known as The Service Contract Act of 1965) is not applicable to this contract. However, in accordance with Section I Clause entitled "DEAR 970.5244-1 – *Contractor Purchasing System*", subcontracts awarded by the Contractor are subject to the Standards to the same extent and under the same conditions as contracts awarded by DOE. The Contractor and the Contracting Officer shall develop a procedure in accordance with H.11 above whereby DOE will determine if the Service Contract Labor Standards statute is applicable to particular subcontracts.

H.13 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)

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

(a) Basic Requirements

(1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third- party liability insurance. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract and approved by the DOE in advance of acquiring such insurance.

(2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 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 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 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 [SIR], 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 SIR 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 plan year showing total number of claims.

(v) A total amount for claims paid.

(vi) A total amount reserved for claims.

(vii) The total amount of direct expenses.

(2) Provide the 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.

(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;

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

H.14 DOE-H-7024 WORKERS' COMPENSATION INSURANCE (SEP 2017) (REVISED)

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

(b) Workers compensation loss income benefit payments, when supplemented by other programs (e.g., salary continuation and/or short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

(c) Contractors approve all workers compensation settlement claims up to $100,000. Settlement claims above the $100,000 require Contracting Officer approval.

(d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

REMAINING SECTION H CLAUSES

H.15 DOE-H-7009 ADDITIONAL DEFINITIONS (SEP 2017)

(a) The term "DOE" means the Department of Energy, "NNSA" means the National Nuclear Security Administration.

(b) The term "DOE Directive" means DOE Policies, Orders, Notices, Manuals, Regulations, Technical Standards and related documents, and Guides, including for purposes of this contract those portions of DOE's Accounting and Procedures Handbook applicable to integrated Contractors, issued by DOE. The term does not include temporary written instructions by the Contracting Officer for the purpose of addressing short-term or urgent DOE concerns relating to health, safety, or the environment.

(c) "Head of Agency" means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy; and (iv) the Chairman, Federal Energy Regulatory Commission.

(d) "Head of Contracting Activity" - As Designated by EM

(e) The term "non-profit organization" means:

(1) a university or other institution of higher education,

(2) an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 as amended and exempt from taxation under section 501(a) and the Internal Revenue Code,

(3) any nonprofit scientific or educational organization qualified as a nonprofit by the laws of the State of its organization or incorporation, or

(4) a combination of qualifying entities organized for a nonprofit purpose (e.g., partnership, joint venture or limited liability company) each member of which meets the requirements of (1), (2), or (3) above.

(f) The term "Senior Procurement Executive" means for:

(1) Department of Energy – Director, Office of Acquisition and Project Management; and

(2) National Nuclear Security Administration – Associate Administrator for Acquisition and Project Management.

H.16 DOE-H-7001 FACILITIES (SEP 2017)

DOE agrees to furnish and make available to the Contractor, for its possession and use in performing the work under this contract, the facilities designated as follows:

(a) The Government-owned or leased land, buildings, utilities, equipment and other facilities situated at or near the Carlsbad Field Office. The majority of this work will be conducted at Carlsbad, New Mexico with some work taking place across the DOE complex. WIPP is located approximately 32 miles from Carlsbad. WIPP covers 10,240 acres of federal land within a four-mile square. An area of 1,454 acres in the center of the site is for the exclusive use of the DOE. The 35-acre property (Zone I) containing most of the WIPP facility surface structures is located near the center of this exclusive use area, and is surrounded with a chain link fence. The WIPP site was constructed in the 1980's for disposal of defense-generated transuranic (TRU) waste. The underground repository is carved out of a 2,000-foot-thick salt bed. WIPP is a 2,150 feet deep geologic repository for permanent disposal of a specific type of waste that is the byproduct of the nation's nuclear defense program.

(b) Government-owned or leased facilities at such other locations as may be approved by DOE for use under this contract; and

(c) Subject to mutual agreement, other facilities may be used in the performance of the work under this contract.

DOE reserves the right to make part of the above-mentioned land or facilities available to other Government agencies or other users on the basis that the responsibilities and undertakings of the Contractor will not be unreasonably interfered with. Before exercising its right to make any part of the land or facilities available to another agency or user, DOE will confer with the Contractor.

H.17 DOE-H-7002 LONG-RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION (SEP 2017)

(a) Basic Considerations. Throughout the process of planning, and budget development and approval, the Parties recognize the desirability for close consultation, for advising each other of

plans or developments on which subsequent action will be required, and for attempting to reach mutual understanding in advance of the time that action needs to be taken.

(b) Long Range Planning. It is the intent of the Parties to develop a ten-year strategic outlook for WIPP. Development of this document is the strategic planning process by which the Parties, through mutual consultation, reach agreement on the general types and levels of activity which will be conducted at WIPP for the designated period. It also serves as a baseline for placement of work at WIPP. The contents of the plan should include: Mission Overview, Funding by Source, Human Resources, Core Capabilities, Science Strategies for the Future, Major Initiatives, Infrastructure Plans, Mission Readiness and Strategic Partnership Projects. The Contractor shall submit an annual plan which provides insight into accomplishments against this strategic document. The Contractor is expected to contribute to long range planning conducted by the Office of Environmental Management.

(c) Budgetary Administration. DOE approval of program proposals and budget estimates will be reflected in work authorizations and financial plans developed and issued to the Contractor.

H.18 DOE-H-7003 CONTRACTOR ASSURANCE SYSTEM (SEP 2017) (REVISED)

(a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:

(1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.

(2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.

(3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.

(4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.

(5) Identification and correction of negative performance/compliance trends before they become significant issues.

(6) Integration of the assurance system with other management systems including Integrated Safety Management.

(7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.

(8) Continuous feedback and performance improvement.

(9) An implementation plan (if needed) that considers and mitigates risks.

(10) Timely and appropriate communication to the Contracting Officer, including electronic access to assurance related information.

(b) The initial contractor assurance system description shall be approved by DOE. Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

H.19 DOE-H-7004 DEFENSE AND INDEMNIFICATION OF EMPLOYEES (SEP 2017)

(a) The Parties recognize that, under applicable State law, the Contractor could be required to defend and indemnify its officers and employees from and against civil actions and other claims which arise out of the performance of work under this contract. Except for defense costs made unallowable by law, Section I Clause entitled DEAR 970.5232-2 – *Payments and Advances*, or the Major Fraud Act (41 U.S.C. §256(k)), the costs and expenses, including judgments, resulting from the defense and indemnification of employees from and against such civil actions and claims shall be allowable costs under this contract if incurred pursuant to the terms of Section I Clause entitled DEAR 970.5228-1 – *Insurance--Litigation and Claims*.

(b) Costs and expenses, including judgments, resulting from the defense and indemnification of employees from civil fraud actions filed in federal court by the Government will be unallowable where the employee pleads nolo contendere or the action results in a judgment against the defendant.

(c) Where in accordance with applicable State law, the Contractor determines it must defend an employee in a criminal action, DOE will consider in good faith, on a case- by-case basis, whether the Contractor has such an obligation. If DOE concurs, the costs and expenses, including judgments, resulting from the defense and indemnification of employees shall be allowable.

(d) The Contractor shall immediately furnish the Contracting Officer written notice of any such claim or civil action filed against any employee of the Contractor arising out of the work under this contract together with copies of all pleadings filed. The Contractor shall furnish to the Contracting Officer a written determination by the Contractor's counsel that the defense or indemnity of the employee is required by the provisions of applicable State law, that the employee was acting within the course and scope of employment at the time of the acts or omissions which gave rise to the claim or civil action, and that any exclusions set forth under applicable State law for fraud, corruption, malice, willful misconduct, or lack of good faith on the part of the employee does not apply. A copy of any letter asserting a reservation of rights under applicable State law with respect to the defense or indemnification of such employee shall

also be provided to the Contracting Officer. The costs associated with the settlement of any such claim or civil action shall not be treated as an allowable cost unless approved in writing by the Contracting Officer.

H.20 DOE-H-7005 ADVANCE UNDERSTANDINGS REGARDING ADDITIONAL ITEMS OF ALLOWABLE AND UNALLOWABLE COSTS AND OTHER MATTERS (SEP 2017) (Mod 94)

Allowable costs under this contract shall be determined according to the requirements of Section I Clause entitled DEAR 970.5232-2 – *Payments and Advances*. For purposes of effective contract implementation, certain items of cost are being specifically identified below as allowable and/or unallowable under this contract to the extent indicated:

(a) ITEMS OF ALLOWABLE COSTS:

(1) Cost for the defense and indemnification of employees in accordance with the provisions of Section H Clause entitled *Defense and Indemnification of Employees*.

(2) Rentals and leases of land, buildings, and equipment owned by third parties, allowances in lieu of rental, charges associated therewith and costs of alteration, remodeling and restorations where such items are used in the performance of the contract, except that such rentals and leases directly chargeable to the contract shall be subject to such approval by the Contracting Officer.

(3) Notwithstanding the provisions of FAR 31.205-44 (e), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research, educational or training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.

(4) Notwithstanding the provisions of FAR 31.205-44 (e), payments to educational institutions for tuition and fees, or institutional allowances, in connection with fellowship or other research, educational or training programs for researchers and students who are not employed under this contract.

(5) Costs incurred or expenditures made by the Contractor, as directed, approved or ratified by the Contracting Officer and not otherwise unallowable under any other provisions of this contract.

(6) Subject to any other limitations on allowability contained in this contract, costs incurred and expenditures made by the Contractor's Board of Directors (or equivalent corporate oversight entity), its members, committees, panels and support personnel in connection with performance of work under this contract. The Contractor shall provide to the Contracting Officer, for an allowability determination, an annual accounting of these costs incurred and expenditures made.

(7) Reachback costs for individuals from the home office directly supporting transition activities.

(8) Where actual lodging rates exceed the General Services Administration (GSA) lodging per diem rates in Los Alamos, the Contractor is authorized to use the Actual Expense Method for personnel work assignments at the Department of Energy (DOE) Carlsbad Field Office locations where hotels/motels do not honor Government per diem rates in accordance with Federal Travel Regulation (FTR) 301-11.303. The amount that may be reimbursed under actual expense is limited to up to 200 percent of the per diem lodging rate for the applicable location, as necessary. Lodging rates higher than GSA limits can occur at times of peak occupancy during special events, sporting events, tourism, natural disasters, including national and local economic factors impacting where the work is located. The Contractor shall obtain and make available for audit evidence of lodging rate comparisons and reimbursement of the lowest available rate for the applicable location as part of its travel reimbursement process. This authorized increase is for FY's 2026 and 2027.

(b) ITEMS OF UNALLOWABLE COSTS:

(1) Premium Pay for wearing radiation-measuring devices for Site and all-tier cost-type subcontract employees.

(2) Salaries or other salary-like compensation of the Contractor's Board members, or that of members of subcommittees of the Board who are employees of the Contractor, or the equivalent corporate oversight entity/entities.

(3) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically agreed to elsewhere in this contract or subsequently in writing by the Contracting Officer.

(c) OTHER MATTER:

Pursuant to Section I Clause entitled DEAR 970.5208-1 – *Printing*, the Contractor is authorized to certify, prior to the printing of individual jobs, that the use of more than one color of ink fulfills a specific functional need in accordance with the guidance provided in the Government Printing and Binding Regulations, Title 44 of the U.S. Code and DOE directives related thereto. This authorization is subject to the Contractor providing to the Contracting Officer, on an annual basis, a report on all multicolor printing activities supported with DOE funds.

H.21 DOE-H-7011 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (SEP 2017)

Except as otherwise may be approved, in writing, by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. "If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in

effect."

H.22 DOE-H-7013 SOURCE AND SPECIAL NUCLEAR MATERIAL (SEP 2017)

The Contractor shall comply with all applicable regulations and instructions of DOE relative to the control of and accounting for source and special nuclear material (as these terms are defined in applicable regulations). The Contractor shall make such reports and permit such inspections as DOE may require with reference to source and special nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

H.23 DOE-H-7014 STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION (SEP 2017) (MOD 14, 46)

(a) Use of objective standards of performance, self-assessment and performance evaluation:

(1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall site management. The performance-based management approach will include the use of objective performance goals and indicators, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance obligations under this contract will be assessed. The performance criteria will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the site.

(2) The Parties agree to utilize the process described within Section J, Attachment J-3 Performance Evaluation and Measurement Plan, to evaluate the performance of the contractor. The Parties further agree that the evaluation process described in Section J, Attachment J-3 Performance Evaluation and Measurement Plan will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.

(3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the contract Performance Work Statement and performance indicators identified within Section J, Attachment J-3 Performance Evaluation and Measurement Plan. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.

(4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Section J, Attachment J-3 Performance Evaluation and Measurement Plan. The Contractor shall provide a status briefing at midyear and year-end. The year-end briefing shall be supported by and based upon the Contractor’s Self-Assessment required by Section J-6, Deliverable #138. Specific due dates and formats for the above-mentioned briefings shall be agreed to by the Manager of the Carlsbad Field Office.

(5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange,

shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this contract.

(6) The Contracting Officer shall annually provide a written assessment of the Contractor's performance, which shall be based upon the process described in Section J, Attachment J-3 Performance Evaluation and Measurement Plan. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating. The Contractor's self-assessment results, to include results of any third-party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Section J, Attachment J-3 Performance Evaluation and Measurement Plan, that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., Office of Inspector General (OIG), Government Accountability Office (GAO), Defense Contract Audit Agency (DCAA), etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. Contractor success or failure in meeting performance expectations in a management or operating area may affect the level and/or mix of oversight attributed to a particular functional element.

(b) Standards of performance measure review:

(1) The Parties agree to review the PEMP elements (goals, objectives, performance indicators, and expected levels of performance) contained in Section J, Attachment J-3 Performance Evaluation and Measurement Plan annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the goals, objectives, performance indicators, and expected levels of performance for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new goals, objectives, performance indicators and expected levels of performance and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of performance. It is expected that the goals, objectives, performance indicators, and expected levels of performance will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.

(2) Failure to include an objective or performance indicator in the contract Section J, Attachment J-3 Performance Evaluation and Measurement Plan does not eliminate the Contractor's obligation to comply with all applicable terms and conditions as set forth elsewhere within the contract.

(3) In the event the Contracting Officer decides to exercise the rights set forth in paragraphs (a)(2), ~~(a)(6)~~ or (b)(1) above, ~~he/she~~ the CO will notify the Contractor, in writing, of the intended decision 10 days prior to issuance.

(c) DOE Quality Assurance Surveillance Plan:

DOE's Quality Assurance Surveillance Plan (QASP) for evaluating the Contractor's performance under the contract shall consist primarily of the PEMP as called for within the Section I Clause entitled "DEAR 970.5203-1 – Management Controls". The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations and acceptable quality levels for each task, describes how performance will be monitored and measured; describes how the results will be evaluated; and states how the results will affect contract payment.

H.24 ~~DOE-H-7015 CAP ON LIABILITY (SEP 2017)~~ RESERVED (MOD 14)

H.25 DOE-H-7016 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS (SEP 2017)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.

H.26 DOE-H-7018 EXTERNAL REGULATION (SEP 2017)

The Parties commit to full cooperation with regard to complying with any statutory mandate regarding external regulation of WIPP, whether by the Nuclear Regulatory Commission, the Occupational Safety and Health Administration, and/or state and local entities with regulatory oversight authority, and including but not limited to the conduct of pilot programs simulating external regulation, and the application for materials, facilities, or other licenses by or on behalf of the DOE.

H.27 DOE-H-7019 SEPARATE ENTITY AND CORPORATE GUARANTEE (SEP 2017) (MOD 14)

(a) The work performed under this contract shall be by a separate entity, either an autonomous organization or an identifiable separate operating unit of a parent organization. The separate entity, whether a new corporate or legal entity formed solely to perform this contract or as a qualifying part of an existing legal or corporate entity, must be set up solely to perform this contract.

(1) The separate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this contract.

(2) The contractor shall not utilize or otherwise divert contractor employees to other corporate work except as may be authorized under the terms of this contract or as otherwise authorized by the Contracting Officer.

(b) If the Contractor forms a new separate corporate or legal entity from its parent organization(s) to perform the work under this contract, the new separate corporate or legal entity shall also be totally responsible for all contract activities.

(1) The Contractor shall provide a guarantee of performance from its parent company in the form set forth in Section J, Attachment J-5 Performance Guarantee Agreement. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new

entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor.

(2) In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.28 DOE-H-7022 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATIONS OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (SEP 2017)

(a) The Contractor shall accept, in its own name, service of notices of violations 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 the other provisions of this contract.

(b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.29 DOE-H-7023 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR

(a) The Parties commit to full cooperation with regard to acquiring any necessary permits or licenses required by environmental, safety and health (ES&H) laws, codes, ordinances, and regulations of the United States, states or territories, municipalities or other political subdivisions, and which are applicable to the performance of work under this contract. It is recognized that certain ES&H permits will be obtained jointly as co-permittees, and other permits will be obtained by either party as the sole permittee. The Contractor, unless otherwise directed by the Contracting Officer, shall procure all necessary non-ES&H permits or licenses.

(b) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "Parties", for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" means 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, including the Interagency Agreement (Administrative Docket No.: II-CERCLA-FFA-00202, Spring 1992), consent orders, permits, and licenses.

(c)

(1) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both Parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties assessed against the Contractor shall be subject to the other provisions of this contract.

(2) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the contract.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this contract, and the Contractor has been directed by the Contracting Officer to obtain such permits after the Contractor has notified the Contracting Officer of the costs of complying with such conditions, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with the acceptable form of financial responsibility. Under no circumstances shall the Contractor be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

H.30 DOE-H-7027 DOE MENTOR-PROTÉGÉ PROGRAM (SEP 2017)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under section 8(a) of the Small Business Act by SBA, other small, disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of high~~er~~ learning and small business concerns owned and controlled by service-disabled veterans in enhancing their business abilities. Consistent with the provisions set forth in DEAR 919.70, the Contractor shall mentor at least one (1) active Protégé company at all times during the performance of this contract. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE on an annual basis.

H.31 DOE-H-7028 LOBBYING RESTRICTION (SEP 2017)

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, other than to communicate to Members of Congress as described in 18 USC § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 DOE-H-7029 INTELLECTUAL AND SCIENTIFIC FREEDOM (SEP 2017)

(a) The Parties recognize the importance of fostering an atmosphere at the WIPP Site conducive to scientific inquiry and the development of new knowledge and creative and innovative ideas related to national interests.

(b) The Parties further recognize that the free exchange of ideas among scientists and engineers at the WIPP site and colleagues at universities, colleges, and National Laboratories or scientific

facilities is vital to the success of scientific, engineering, and technical work performed by site personnel.

(c) The Parties also recognize that protecting proprietary and national security interest, information and assets is a paramount concern and duty of the WIPP Site and its personnel.

(d) In order to further the goals of the WIPP Site and the national interest, as well as protect proprietary information and national security, it is agreed by the Parties that the scientific and engineering personnel at WIPP Site shall be accorded the rights of publication or other dissemination of research, and participation in open public debate and in scientific, educational, or professional meetings and conferences, subject to limitations included in technology transfer agreements, work for other agreements, and such other limitations as may be required by the terms of this contract. Nothing in this clause is intended to interfere with the obligations of the Parties, including all WIPP Site personnel, to protect proprietary, classified, Privacy Act, or other sensitive information as provided for or required by law, regulation, Department of Energy Directive or Order, or elsewhere in this contract.

H.33 DOE-H-7030 CONFERENCE SPENDING (MANAGEMENT AND OPERATING CONTRACTS) (SEP 2017)

The Contractor agrees that:

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

(b) The definition of a conference is provided in Attachment 2 of a letter from the Deputy Secretary of Energy, to the Under Secretary for Science and Energy, the Under Secretary for Nuclear Security, the Deputy Under Secretary for Management and Performance, Head of All Departmental Elements, Field Site Managers, and Program Managers entitled *Updated Guidance on Conference-Related Activities and Spending*, dated August 17, 2015.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:

(1) Conference title, description, and date

(2) Location and venue

(3) Description of any unusual expenses (e.g., promotional items)

(4) Description of contracting procedures used (e.g., competition for space/support)

(5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibition fees)

(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.

(g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:

(i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specified conference) or
(ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or providing funding to the conference planners through Federal grants.

(2) Attending a conference, giving a speech, or serving as honorary chairperson does not connote sponsorship.

(3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For *non-contractor sponsored conferences,* the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE. This process must at a minimum:

(1) Track all conferences expenses.

(2) Require the Contractor's Program Manager(or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.34 DOE-H-7031 INFORMATION TECHNOLOGY ACQUISITIONS (SEP 2017)

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at http://checklists.nist.gov commensurate with the mission of the contract and conducive to the research and development efforts of the Site. This requirement shall be included in all subcontracts which are for information technology acquisitions; and the Contractor's Program Manager shall annually certify to the Contracting Officer that this requirement is being incorporated into information technology acquisitions.

H.35 DOE-H-7033 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT (SEP 2017)

If the Contractor elects to use a Special Financial Institution Account Agreement, it shall be in accordance with DOE requirements (Financial Management Handbook, Chapter 6) and appended to the Contract in Section J, Attachment J-4 entitled "Special Financial Institution Account Agreement".

H.36 DOE-H-7037 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (SEP 2017)

(a) Definitions. As used in this clause—

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of

which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Management and Operating Contractor Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about Management and Operating Contractor first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any contract, order, other agreement or modification thereof (other than one involving an employer-employee relationship) entered into by the Contractor acquiring supplies or services (including construction) required solely for performance of the prime contract.

(b) Reporting. The Contractor shall collect and report data via MOSRC necessary for DOE to meet its agency reporting requirements, as determined by the Small Business Administration, in accordance with the most recent reporting instructions at https://energy.gov/management/downloads/mosrc-reporting-instructions. The Contractor shall report first-tier subcontract data in MOSRC. Classified subcontracts shall not be reported. Subcontracts with Controlled Unclassified Information marking shall not be reported if restricted by its category. Contact your Contracting Officer if uncertain of information reporting requirements. The MOSRC reporting requirement does not replace any other reporting requirements (e.g. the Electronic Subcontracting Reporting System or the FFATA Subcontracting Reporting System).

H.37 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-5 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:	Dena J. Volovar
Position:	President
Company/Organization:	Bechtel National, Inc.
Address:	12011 Sunset Hills Rd, Suite 110, Reston, VA 20190
Phone:	(703) 429-6250, (240) 344-0446
Facsimile:	(703) 429-6048
Email:	dvolovar@bechtel.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:	Dena J. Volovar
Position:	Chair
Company/Organization:	Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors
Address:	12011 Sunset Hills Rd, Suite 110, Reston, VA 20190
Phone:	(703) 429-6250, (240) 344-0446
Facsimile:	(703) 429-6048
Email:	dvolovar@bechtel.com

Name:	Russell Daniel
Position:	Manager
Company/Organization:	Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors
Address:	12011 Sunset Hills Rd, Suite 600, Reston, VA 20190
Phone:	(703) 429-6184
Facsimile:	(703) 429-6048
Email:	rbdaniel@bechtel.com

Name:	Rick Kacich
Position:	Manager
Company/Organization:	Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors
Address:	12011 Sunset Hills Rd, Suite 600, Reston, VA 20190
Phone:	(725) 205-2084
Facsimile:	(703) 429-6048
Email:	rmkacich@bechtel.com

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through the Contractor's robust performance assurance system in accordance with DOE Order 226.1 *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled *Contractor Assurance System.* The Responsible Corporate Official through the Contractor shall submit to the 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.38 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014) (REVISED)

The contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the contract's Privacy Act clause.

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-15	Intelligence-Related Access Authorization
DOE-31	Firearms Qualifications Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-45	Weapons Data Access Control System
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-77	Physical Fitness Test Records (for armed, uniformed guards)
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

NOTE: If any of the above functions are subcontracted out (e.g., third party medical providers, etc.), the contractor must ensure the flow down of the Privacy Act systems of records and other necessary requirements and clauses to ensure the proper protection and turnover of records.

If the list in the table above does not address all of the systems of records that are generated based on contract performance, then the contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The contractor shall monitor the identified systems and notify the Contracting Officer 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, contractors must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

The list in the table above shall be revised by mutual agreement between the contractor and the Contracting Officer, 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, *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.

H.39 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE (JUL 2018)

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

(a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.40 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.41 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014) (REVISED)

(a) Definitions. As used in this clause:

"Acceptable contractor business systems" means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means:

(1) "Earned value management system", if this contract includes the Section H clause entitled, *Earned Value Management System*;

(2) "Property management system", if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and

"Significant deficiency", in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The CO will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice of potential withholding of provisional payment of fee and/or potential fee reduction in accordance with the Performance Evaluation and Measurement Plan.

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

(1) If the CO issues the final determination with a notice for significant deficiencies in a Contractor business system required under this contract, the CO will notify the Contractor, in writing, of a potential withholding of provisional fee payment until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO's final determination. The Contractor shall, within 45 days of receipt of the notice, either:

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:

(A) Root cause(s) identification of the problem(s);
(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and
(D) The name of the person responsible for the implementation.

(e) Correction of deficiencies.

(1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:

(i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will notify the Contractor, in writing, that the contractor may request payment of withheld provisional fee associated with the CO's final determination. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.

(ii) If the CO determines that the Contractor still has significant deficiencies, the CO shall continue withholding provisional fee payments in accordance with paragraph (d) of this clause.

(iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the CO will discontinue withholding provisional fee payments, and allow the contractor to request provisional fee payments previously withheld directly related to the significant deficiencies identified in the Contractor notification.

(iv) At any time after the CO stops withholding provisional payment of fee, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will notify the contractor and reinstate or increase withholding, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

H.42 DOE-H-2024 EARNED VALUE MANAGEMENT SYSTEM (MAR 2019) (REVISED) (MOD 39)

Definitions. As used in this clause:

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

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

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

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

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

"Integrated Performance Management Report" (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE's IPMR DID is to be used for the IPMR.

"Over Target Baseline" (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

"Over Target Schedule" (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

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

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

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use-

(1) Integrated performance management system. Central to this system shall be an EVMS ~~that~~ that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor's various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.

(2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.

(i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.

(ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.

(iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)

(iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(b) EVMS certification.

(1) For contracts supporting projects valued at $100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3, the DOE Office of Project Management is DOE's EVMS certifying authority. If, at the time of award, the contractor's EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

(2) For contracts supporting projects valued at less than $100M but greater than $50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.

(c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at $100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(d) Integrated baseline reviews. DOE will conduct an Integrated Baseline Review (IBR) not later than 180 calendar days after Notice To Proceed, the exercise of significant contract options, and the incorporation of major modifications. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.

(f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(g) Significant deficiencies.

(1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.

(2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.

(3) The Contracting Officer will evaluate the contractor's response or 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;

(iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and

(iv) System disapproval, if corrections to the contractor’s EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.

(4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(h) Withholding provisional payment(s) of fee. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold provisional payment(s) of fee until which time the contractor has resolved all EVMS deficiencies.

(i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.

(1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.

(2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.

(3) For subcontracts valued at $100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(4) For subcontracts valued at less than $100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(j) Extending a previous contractor’s certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—

(1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;

(2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;

(3) Be responsible for full compliance with paragraph (a) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

H.43 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014) (REVISED)

(a) Definitions. As used in this clause—

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

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 property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph of this clause no later than 60 days after notice to proceed. Failure to maintain an acceptable property management 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 property management system shall be in accordance with 48 CFR 52.245-1.

(d) Significant deficiencies.

(1) The Contracting Officer 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 Contracting Officer 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 did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding provisional payment(s) of fee. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold provisional payment(s) of fee in accordance with that clause.

H.44 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of 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, *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 in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the

process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.45 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.46 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) (REVISED)

Within 15 calendar days after the Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor’s program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the 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 Contracting Officer. 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 Contracting Officer 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.47 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.

The following subcontracts are determined necessary for transfer to the successor contractor:

Subcontract	Title	Subcontractor Name	Subcontract Number
None.			

H.48 DOE-H-2044 SAFETY DATA SHEET AVAILABILITY (OCT 2014) (REVISED)

In implementation of the clause at FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*, the Contractor shall obtain, review and maintain a Safety Data Sheet (SDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The SDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.49 DOE-H-2045 CONTRACTOR COMMUNITY COMMITMENT (OCT 2014)

(a) The Contractor, in fulfilling its commitments pursuant to the clause at DEAR 970.5226-3, *Community Commitment*, shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.

(b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

(1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for nonexecutive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE.

These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

(3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

(c) The Contractor may use fee dollars to pay for its community commitment actions as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

(d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

H.50 ~~DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)~~ RESERVED (MOD 58)

~~(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the Notice to Proceed. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.~~

~~(b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:~~

~~(1) A statement of the Contractor's policies and practices; and~~

~~(2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.~~

~~(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-6 entitled, Contract Deliverables. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.~~

H.51 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014) (REVISED)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

(1) New Year's Day
(2) Birthday of Martin Luther King, Jr.
(3) Washington's Birthday
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Columbus Day
(8) Veterans Day
(9) Thanksgiving Day
(10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or - controlled site or facility will be closed. If the Contractor determines it is necessary to work on a WIPP non-work day, the Contractor shall obtain written approval and be responsible for the safety of its personnel including storm warning, occupational medicine, HazMat, etc., and listing work on the WIPP plan of the day with the Central Monitoring Room or Emergency Operations Center (EOC) if activated, as applicable.

(d) The Contractor shall provide the services required by the contract at Federally owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to

which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.52 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in Section J, Attachment J-2, Individual Small Business Subcontracting Plan is hereby incorporated into and made a part of this contract.

H.53 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (REVISED)

The Contractor's Representations, Certifications, and Other Statements, dated July 28, 2021 in response to Solicitation No. 89303320REM000077 are hereby incorporated into the Contract.

H.54 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.55 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS (OCT 2014) (REVISED)

(a) The following subcontractors have been determined to be Teaming Subcontractors:

Los Alamos Technical Associates, Inc. (LATA)
6565 Americas Parkway NE, Suite 200, Alburquerque, NM 87110

(b) In the event that the Contractor plans either to award or use a new Teaming Subcontract or replace an existing, approved Teaming Subcontract identified in paragraph(a) above, the Contractor shall provide advance notification to, and obtain consent from, the 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.

H.56 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS–ALTERNATE I (OCT 2014) (REVISED) (APPLIES TO TASK ORDERS ONLY)

(a) The following subcontractors have been determined to be Teaming Subcontractors:

Los Alamos Technical Associates, Inc. (LATA)
6565 Americas Parkway NE, Suite 200, Alburquerque, NM 87110

(b) In the event that the Contractor plans either to award or use a new Teaming Subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the 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 an individual Task Order, 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 for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.57 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.58 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.59 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (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 exiting 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 elsewhere in the contract Section J, Attachment J-1 Requirements Sources and Implementing Documents.

H.60 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE I (OCT 2014)

(a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, *Laws, Regulations and DOE Directives*.

H.61 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 their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) The Contractor's key personnel, their direct reports, and supervisors hired to perform physical work at the Waste Isolation Pilot Plant (WIPP) shall be physically located at either the Waste Isolation Pilot Plant (WIPP) site, the Skeen Whitlock Building in Carlsbad, New Mexico or other remote locations within a 75-mile radius of the WIPP facility to perform the requirements of the contract and shall be considered the permanent duty stations for the purposes of this H clause.

(c) 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 within 75 miles of 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.62 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, *Laws, Regulations and DOE Directives*.

H.63 DOE-H-2063 – CONFIDENTIALITY OF INFORMATION (OCT 2014) (REVISED)

(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.

(d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

(e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.64 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) (REVISED) (MODs 32, 39, 61)

(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
Ken Harrawood	Program Manager
~~Ralph Musiek, Jr.~~ Brandon Jones	Capital Asset Projects Manager
~~Mike Marksberry~~Tammy Hobbes	WIPP Operations Manager
~~Tammy Hobbes~~Mike Marksberry	Mining/Underground Operations Manager
~~Bret Clausen~~ Ryan Flynn	Performance Improvement Manager
Mike Rocha	Baseline Integration Manager
~~Ted Sherry~~Sheila Davis	Environment, Safety, and Health Manager

In addition to the requirement for the CO's approval before removing, replacing, or diverting (diverting is defined as non-contract work in excess of 10 continuous days, not to exceed 30 working days in any performance year) any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

(1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located at the WIPP Site or within the local area. 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 personnel position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated

(3) Approval of changes to key personnel is at the unilateral discretion of the CO.

(b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.

(2) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."

(c) Contract fee reductions for changes to Key Personnel.
Any key person changes 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 reduced by $1,000,000.00 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 reduced by $500,000.00 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.65 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

(a) The Government may provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.251-2, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*, as applicable.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –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 Contracting Officer.

(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 at FAR 52.233-18, *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 Contracting Officer.

(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 – leased vehicles are to be provided for use by subcontractor employees.

H.66 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.67 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.68 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS (NOV 2018)

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.69 DOE-H-2080 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 award 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.70 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.71 WITHDRAWAL OF WORK

(a) The CO reserves the right to have any of the work contemplated by Section C, Performance Work Statement, of this contract performed by either another Government contractor or to have the work performed by Government employees.

(b) DOE reserves the right to direct the Contractor to assign to the DOE, or another Contractor, any subcontract awarded under this contract.

(c) The DOE reserves the right to identify specific work activities in Section C "Description/Specifications/Work Statement" to be removed (de-scoped) from the contract in order to contract directly for the specific work activities.

(d) If withdrawn work has been authorized under an annual work authorization directive, the work shall be terminated in accordance with the procedures in the clause in Section I entitled, FAR 52.249-6 *Termination*. If work has not been authorized under a work authorization directive and there is no impact on the Contractor's staffing, the fee amount set forth in the Schedule shall be equitably adjusted, under the clause in Section I entitled DEAR 970.5243-1, *Changes*. If the Contractor's staffing is impacted, the work shall be terminated in accordance with the procedures in the clause in Section I entitled, FAR 52.249-6 *Termination*.

(e) If any work is withdrawn by the CO, the Contractor agrees to fully cooperate with the new entity performing the work and to provide whatever support is required pursuant to the clause in Section I entitled, DEAR 952.242-70 *Technical Direction*.

H.72 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATES(S)

The Contractor, Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors (SIMCO) comprised of Bechtel National, Inc., 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 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 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.73 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 20% of the total contract value to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-2 entitled, Individual Small Business Subcontracting Plan. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The subcontracting goals shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). The Contractor shall demonstrate effective subcontract management and administration, including but not limited to award of subcontracts as scheduled, inclusion of well-defined requirements, completion of any required subcontractor audits, and monitoring of subcontractor performance to ensure compliance with all applicable requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.74 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT (MOD 77)

~~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.~~

The Contractor shall ensure that subcontractors at all tiers performing work under non-fixed-price subcontracts ~~shall~~ maintain adequate timekeeping procedures, controls, and processes for billing

Government work and ensure the accurate records can be obtained by the Contractor for the purpose of surveillance and audits. The time-keeping records must demonstrate, at a minimum, accurate actual hours worked by the employee and approval by the subcontract employees' supervisor. This record must be obtained and reviewed by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. 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.75 SUBCONTRACTOR SELECTION (MOD 14)

In accordance with Clause DEAR 970.5244-1, entitled Contractor Purchasing System listed in Section I of contract, the Contractor shall establish and maintain policies and procedures to address how ES&H indicators (e.g., workers' compensation costs, injury/illness incidence rates, lost workday incidence rates, property damage, fire loss rates, experience modification rate, etc.) will be captured and evaluate for all subcontracts issued under this contract including construction. The threshold for this requirement shall be consistent with the threshold established by the Contracting Officer's letter issued to the Contractor.

H.76 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with the clause in Section I entitled, DEAR 970.5244-1 *Contractor Purchasing System*, the Contractor shall ensure that any required prior notice and description of the subcontract is given to the CO and any required consent is received. Except as may be expressly set forth therein, any consent by the CO to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.

H.77 ANNUAL MANAGEMENT CONTROLS STATEMENT (MODs 14, 32)

On an annual basis, the Contractor shall submit an assurance statement to the Contracting Officer that the system of management controls, including all systems revised in accordance with the application of DOE Order 520.1B Financial Management and Chief Financial Officer Responsibilities, Contractor Requirements Documents (CRD's), is adequate to assure that the objectives of the management system are being accomplished and that the system and controls are effective and efficient. The statement shall be based on the performance of a Financial Management Assessment Evaluation, Entity Assessment Evaluation, Financial Management systems Evaluation, and Interim Internal Control Status per the DOE Enterprise Risk Management (ERM) guidance.

~~On an annual basis, the Contractor, through an officer at a level above the Program Manager, shall submit an assurance statement to the Contracting Officer that the system of management controls, including all systems revised in accordance with the *application of DOE Order Contractor Requirements Documents (CRDs)*, is adequate to assure that the objectives of the management system are being accomplished and that the system and controls are effective and efficient.~~

H.78 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 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 60 days prior to the start of each year of Contract performance.

H.79 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA) OF 2000

(a) The EEOICPA establishes a program to provide compensation to current and former employees of the Department of Energy (DOE), its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA. DOE's responsibilities are implemented by the site with proper federal oversight with the budgetary, and programmatic direction assigned to the Office of Environment, Health, Safety and Security (AU-14).

(b) The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities starting with the date of contract award. Activities shall include:

(1) Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;

(2) Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;

(3) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;

(4) Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA program;

(5) Perform other necessary EEOICPA related records work, as needed, including responding to records requests and site visits related to site characterization and hazard assessment work by DOL and NIOSH;

(6) Maintain local records to track the activities conducted under EEOICPA.

(c) The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

(1) Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:

(i) Research and retrieve records needed to complete claims forms;

(ii) If necessary, work with corporate entities or unions to verify employment of former site workers

(iii) Complete all necessary claims forms associated with the request;

(iv) Complete declassification, as needed, of records required for the processing of claims forms;

(v) Completed forms, along with any attachments, shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

(vi) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:

- Research and retrieve records needed to complete claims forms;
- Complete declassification, as needed, of records required for the processing of claims form;
- Complete and sign off on all necessary claims forms associated with the request;
- Completed forms and records shall be electronically submitted to NIOSH;

(vii) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:

- Research and retrieve records needed to complete claims forms;
- Complete declassification, as needed, of records required for the processing of claims;
- Complete and sign off on all necessary claims forms associated with the request;
- Completed forms and records shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

(viii) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:

- Research and retrieve records needed to complete claims forms;
- Complete declassification, as needed, of records required for the processing of claims form;
- Complete and sign off on all necessary claims forms associated with the request;
- Completed forms and records shall be electronically submitted to ORAU;

(ix) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA.

(x) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:

- DOL-Employment Verification;
- Exposure Data:
- NIOSH – Requests;
- NIOSH – Supplemental Data Request;
- DAR Requests;
- DOE Exposure Requests;

(xi) Information to be reported for the above categories includes the following:

- Outstanding requests at beginning of reporting period;
- Outstanding requests at end of reporting period;
- Requests received during the reporting period;
- Requests completed during reporting period;
- Total hours;
- Total cost.

H.80 ENVIRONMENTAL COMPLIANCE (MODs 14, 32)

(a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies. Whenever reasonably possible all draft environmental compliance documents shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency. The contractor shall provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence.

(b) Environmental Permits.

(1) Contractor and DOE as Co-Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. ~~DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement.~~ The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with follow-up written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. ~~Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.~~

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. The Code of Federal Regulations

(40 CFR Part 270) and Resource Conservation Recovery Act (RCRA) regulations explicitly list types of Hazardous Waste Facility Permit (HWFP) modifications that are necessary. The regulations identify the types of modifications by types as Class 1,2 or 3. ~~Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence.~~ Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. ~~Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.~~

(d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

(e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

(f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.

(g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

(h) Environmental Reports/Notifications. Where appropriate, allowed by law, or authorized by applicable regulatory agencies, the Contractor shall sign and submit reports and/or notifications to federal and state regulatory agencies. The Contractor shall provide sufficient time for DOE review and comment resolution prior to submitting regulatory reports/notification to regulatory agencies.

H.81 PARTNERING

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the operation/cleanup/performance of the WIPP Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.82 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.83 LEGAL MANAGEMENT

(a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.

(b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

(c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:

(1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers with Disabilities*.

(2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Affirmative Action for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

H.84 INFORMATION TECHNOLOGY AND CYBER SECURITY REQUIREMENTS (MOD 14)

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 I clause entitled *970.5204-2 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 13984, Taking Additional Steps to Address the National Emergency With Respect to Significant Malicious Cyber-Enabled Activities
(2) Executive Order 13971, Addressing the Threat Posed by Applications and Other Software Developed or Controlled by Chinese Companies
(3) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
(4) Executive Order 13943, Addressing the Threat Posed by WeChat, and Taking Additional Steps To Address the National Emergency With Respect to the Information and Communications Technology and Services Supply Chain
(5) Executive Order 13942, Addressing the Threat Posed by TikTok, and Taking Additional Steps To Address the National Emergency With Respect to the Information and

Communications Technology and Services Supply Chain
(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 13834, Efficient Federal Operations
(11) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
(12) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
(13) Executive Order 13702, Creating a National Strategic Computing Initiative
(14) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
(15) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
(16) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
(17) Executive Order 13589, Promoting Efficient Spending
(18) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
(19) Executive Order 13556, Controlled Unclassified Information
(20) Executive Order 13526, Classified National Security Information
(21) Executive Order 13231, Critical Infrastructure Protection in the Information Age
(22) Executive Order 13218, 21st Century Workforce Initiative
(23) Executive Order 13103, Computer Software Piracy
(24) Executive Order 12958, Classified National Security Information E-Government

(d) Office of Management and Budget (OMB) Circulars/Memoranda:
(1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
(2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
(3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
(4) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes
(5) OMB Memorandum M-21-07 Completing the Transition to Internet Protocol Version 6 (IPv6)
(6) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
(7) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)
(8) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
(9) OMB Memorandum M-21-02, Fiscal Year 2020-2021 Guidance on Federal Information Security and Privacy Management Requirements
(10) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
(11) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
(12) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity

(13) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
(14) OMB Memorandum M-19-21, Transition of Electronic Records
(14.1) OMB Memorandum M-23-07, Update to Transition of Electronic Records
(15) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
(16) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
(17) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
(18) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government
(19) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
(20) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
(21) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
(22) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
(23) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
(24) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
(25) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability
(26) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
(27) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
(28) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
(29) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
(30) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
(31) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
(32) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
(33) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
(34) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
(35) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
(36) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services

(37) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
(38) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
(39) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
(40) 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)
(41) OMB Memorandum M-12-10, Implementing PortfolioStat
(42) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
(43) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
(44) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
(45) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
(46) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
(47) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
(48) OMB Memorandum M-10-06, Open Government Directive
(49) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
(50) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
(51) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
(52) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
(53) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
(54) OMB Memorandum M-04-26, Personal Use Policies and "File Sharing" Technology
(55) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President's Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
(56) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
(57) OMB Memorandum M-04-16, Software Acquisition
(58) 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
(59) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President's 24 E-Gov Initiatives
(60) OMB Memorandum M-04-04, E-Authentication Guidance
(61) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
(62) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002

(63) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
(64) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
(65) OMB Memorandum M-02-15, Revision of OMB Circular A-16
(66) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
(67) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
(68) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
(69) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
(70) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
(71) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
(72) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
(73) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
(74) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"
(75) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
(76) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
(77) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
(78) OMB Memorandum M-97-09, Interagency Support for Information Technology
(79) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
(80) OMB Memorandum M-97-02, Funding Information Systems Investments
(81) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996

(e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives

(1) DHS ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
(2) DHS ED 21-01, Mitigate SolarWinds Orion Code Compromise
(3) DHS ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
(4) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
(5) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
(6) DHS ED 19-01, Mitigate DNS Infrastructure Tampering
(7) DHS BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
(8) DHS BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
(9) DHS BOD 18-02, Securing High Value Assets

(10) DHS BOD 18-01, Enhance Email and Web Security
(11) DHS BOD 17-01, Removal of Kaspersky branded Products
(12) DHS BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
(13) DHS BOD 16-02, Threat to Network Infrastructure Devices

(f) Secretarial Memoranda
(1) EXEC-2019-003477, Release of DOE Order 205.1, 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
(2) EM Cybersecurity Program Plan

H.85 FINANCIAL MANAGEMENT AND INTEGRATED ACCOUNTING SYSTEM

(a) The Contractor shall maintain and administer a financial management system that includes an integrated accounting system satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied, and (1) is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the Contractor in connection with the work under this contract, expenditures, costs, and encumbrances; (2) permits the preparation of accounts and accurate, reliable financial and statistical reports; and (3) assures that accountability for the assets can be maintained.

(b) The integrated accounting system must be linked to DOE's accounts through the use of reciprocal accounts and have electronic capability to transmit monthly and year-end self-balancing trial balances to the DOE's Primary Accounting System.

(c) The Contractor will support the implementation of a single, common enterprise resource planning (ERP) system, to be utilized across all DOE activities that may be adopted by DOE in the future.

H.86 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.87 REAL PROPERTY ASSET MANAGEMENT (MOD 14)

For all real property assigned, the Contractor is responsible for compliance with all real property asset management requirements, federal rules and regulations, and all applicable laws. Regardless of who performs the work, the Contractor is responsible for compliance with the requirements of

this statement of work and is responsible for flowing down real property requirements to subcontractors to the extent necessary to ensure compliance. The Contactor shall coordinate with all other site contractors to ensure the work performed under this Contract is implemented in a consistent, efficient, and compliant manner across each Site.

The Contractor must ensure all actions involving planning, acquisition, sustainment, and disposition of real estate and real property assets are reviewed, and approved by an authorized Certified Realty Specialist (CRS), as appropriate, prior to execution by a DOE official with real estate delegation authority, to include termination or modification of rights of ownership, possession, entry or use of real property, even if these types of actions are contained within other documents, per *Supplemental Real Estate Guidance to Clarify Types of Agreements that are Real Estate Actions, and Approval of Real Estate Provisions of Multi-Subject Agreements*, January 2021. The Contractor shall submit all real estate proposals to acquire, utilize, and dispose of real property assets to the Site assigned DOE CRS, through the Site Assigned Real Property Officer (RPO) for review and approval. Real estate actions, subsequent to CRS review and approval, shall be executed at the appropriate level of delegated authority, such as authority possessed by a Real Estate Contracting Officer (RECO).

The Contractor shall manage real property in a safe, secure, cost-effective, and sustainable manner to ensure compliance with DOE O 430.1 Real Property Asset Management, applicable guidelines, protocols, procedures, processes, and the requirements in this Contract. The Contractor shall ensure real property assets are available, utilized, and in a suitable condition to support efficient mission execution. Where specific guidance is not given, the Contractor has latitude to accomplish the required outcomes via their most cost effective and efficient processes.

The Contractor shall apply industry leading practices, voluntary consensus standards, and customary commercial practices where practicable to ensure all actions involving planning, acquisition, sustainment, and disposition of interests in real property are effectively managed and compliant.

(a) Asset Management & Site Sustainability**:** The Contractor shall maintain, in a complete and current condition, all real estate records for the Site, to ensure sustainability activities are consistent with requirements dictated by statutory, regulatory, and other DOE and EM policies. Align real property planning with DOE strategic plans, the Asset Management Plan and other program guidance to include:

(1) Applicable requirements related and not limited to sustainability; environment, health, safety and security; earthquake risks; cultural and natural resource preservation; historic preservation; and climate change resilience, adaptation, and sustainability are addressed;

(2) General purpose infrastructure and programmatic requirements;

(3) Real property needs of site tenants;

(4) Surveillance and maintenance and long-term stewardship (LTS) resource requirements;

(5) The identification of the mission and core capability associated with all real property;

(6) The determination of the optimum set of facilities and infrastructure needed to maintain each applicable core capability; and

(7) Perform comprehensive energy and water assessments for each operating covered facility at least once during any four-year period per EISA requirements.

(b) Real Estate & Budget Planning**:** Based on DOE-furnished program planning guidance, and in coordination with the Site RPO and CRS, the Contractor must annually prepare and submit, a Five-Year Site Plan (5YSP) to identify financial investments for acquisition, sustainment, and disposition of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets, for DOE review and approval, to include the following:

(1) Assessment of the current real property assets against program mission projections.

(2) Identification of the specific real property asset projects and activities required to meet program mission projections.

(3) Support EM's baseline plans for planning, acquisition, sustainment, and disposition of real property, OSFs, excess facilities, and excess contaminated facilities as required by DOE O 430.1.

(4) Prioritized list of real property acquisition, sustainment, and disposition activities and projects;

(5) Results of annual utilization surveys, energy and water surveys;

(6) Summary of changes and the annual totals of real property acquisition and disposition building footprint;

(7) The reduction and/or consolidation of space, specifically addressing space policy, program benchmarks for space utilization, and space assignment and utilization standards;

(8) Remaining service life;

(9) Identification of prioritized financial investments in real property; and

(10) Support DOE in the development of the IFI Crosscut budget in accordance with guidance issued jointly by the Office of Management and Office of the Chief Financial Officer.

(11) Ensure applicable requirements related and not limited to, adaptation, and sustainability; environment, health, safety and security; earthquake and other natural hazards risks; cultural and natural resource preservation; historic preservation; and climate change resilience are addressed;

(12) Identify general purpose infrastructure and programmatic requirements;

(13) RESERVED

(14) Define real property needs of site tenants;

(15) Identify surveillance and maintenance, and long-term stewardship (LTS) resource requirements;

(16) Ensure that mission and core capabilities are defined for all real property;

(17) Determine the optimum set of facilities and infrastructure needed to maintain each applicable core capability

(18) Assess the real property portfolio against delineated program mission requirements by core capability at least every five years. More frequent reassessments are required if mission requirements change, the core capability assigned to an asset changes, the asset is repurposed, or there are major changes to the asset's physical condition or use.

(c) Performance Measures and Reporting**:** The Contractor is responsible and accountable for any real property under its management and control and shall assist DOE, if requested, in developing real property asset performance measures commensurate with their assigned duties and responsibilities, including:

(1) Proposing performance measures annually;

(2) Proposing performance measures that link performance of program goals and budgets to desired outcomes; and

(3) Proposing annual performance targets for real property assets.

(4) The Contractor shall support DOE in providing and maintaining data in *IPABS*, the *IPL*, and the IFI Crosscut with high quality data inputs and timeliness of data to support EM decision-making without the need for requesting data updates on a regular basis.

DOE retains sole performance measure authority and will establish and approve all performance measures and set expected performance outputs and outcomes in annual direction and guidance.

(d) Facilities Information Management System (FIMS): The Contractor shall maintain FIMS data and records, which are DOE's corporate real property inventory database for all lands, buildings, trailers, other structures and facilities, and real property in which DOE holds a legal interest in, or right to use, consisting of approximately 165 data elements to ensure the following:

(1) Keep FIMS data elements current, adhering to and in compliance with the most current DOE "FIMS User's Guide", and annual FIMS "Reporting Deadlines and Validation Guidance" requirements;

(2) Keep FIMS data fields current throughout the real property asset lifecycle and align with the FIMS Data Dictionary;

(3) Keep FIMS data consistent across DOE to enable comparable reporting and trend analyses;

(4) Use FIMS data to meet FRPP requirements and the Department's DM and other real property reporting requirements including, but not limited to, the Agency's yearly financial statement;

(5) Keep Real property records supporting FIMS data (source documentation) maintained;

(6) Record annually the results of Asset Condition Assessment Survey (ACAS), Functional Assessments, and real property utilization assessments in FIMS.

(7) Coordinate Records management changes resulting in revisions to the FIMS User's Guide through appropriate governance;

(8) Archive FIMS information regarding real property assets that have been disposed of, including all related institutional controls; and

(9) Develop a completion report or equivalent document for each disposition project and include in FIMS ensuring the completion report/document describes, at a minimum, project activities, final facility status, cost information, and verification and validation that specific end-point criteria have been met.

The Contractor shall annually confirm a 90% or better confidence level of FIMS data accuracy, in accordance with the FIMS User Guide, and annually provided FIMS "Reporting Deadlines and Validation Guidance" requirements and take all actions necessary to correct identified discrepancies using an DOE approved corrective action plan for FIMS Validation score of "Red".

(e) Acquisition of Real Property Assets: The Contractor shall support DOE, as requested, in any of the following activities:

(1) Ensure that prior to Federal approval, real property acquisitions are supported by a mission need, a business case analysis, a current utilization survey, and life-cycle cost alternatives analysis;

(2) Ensure construction or renovation of existing DOE-owned buildings above 5,000 gross square feet meet federal sustainability guiding principles and building efficiency requirements;

(3) Ensure new solicitations for DOE-leased buildings above 10,000 rentable square feet meet building efficiency, performance, and management requirements;

(4) Ensure facilities regardless of ownership comply with applicable federal metering requirements;

(5) Ensure newly constructed or leased building area, regardless of ownership, with a predominant use of office or warehouse is offset by building area of an equivalent or greater size; and

(6) Ensure newly constructed, renovated, or leased building area designated for office is reviewed and approved by a CRS to ensure use does not exceed the Department's office space design standard, an average of 180 square feet of usable area per person, regardless of predominant use of the building.

(7) Forecast the acquisition AAIM, space bank CRS/RPO need guides.

(f) Disposition of Real Property Assets: When DOE identifies that a program mission or facility is no longer required, the contractor must initiate preparation of affected real property assets for disposition, including potential reuse for other missions (such as economic redevelopment or reuse). Disposition activities must be consistent with the guiding principles and core functions of the Department's integrated safety management and facility disposition policies. To prepare for disposition, the contractor must do the following:

(1) Identify real property assets that are likely to be declared as excess in a 10-year planning horizon and the anticipated year of excess. This information must be included in FIMS per the *FY 2017 Guidance for Evaluating the Department of Energy's Excess Facilities*, Revision 1, March 13, 2017.

(2) Develop a disposition baseline, including costs to disposition at the facility level, to assess and prepare the facility for disposition. Also costs for the maintenance, surveillance, repair, and any operations must also be reported in FIMS per the FY 2017 ECFWG Guidance.

(3) Technical, programmatic, and regulatory information is to be used in the disposition preparation and planning process. The disposition baseline must include the following information:

(i) Surveillance and maintenance requirements needed to ensure the real property asset, including its systems, and stored hazardous materials and waste remain in a stable and known condition and that adequate protection is provided to the workers, the public, and the environment pending disposition;

(ii) Identification and characterization of hazardous and radioactive materials, waste, and hazardous conditions of the real property asset; and

(iii) Assessment and adjustment of the facility authorization basis, as necessary, to reflect conditions and activities pending disposition.

(iv) Develop a disposition plan that identifies, assesses, and evaluates alternatives and integrates environmental, safety, and health requirements into disposition activities. The disposition plan should be tailored based on the disposition baseline and disposal

method to be used (e.g., reuse, demolition, or decommissioning). The disposition plan shall contain a level of detail for what is going to be done, and how/when it will be done to ensure that scope, cost and schedule are reasonable and achievable based on the plan.

(A) Identify excess real property that is appropriate for economic development and, if any such property is identified, annually make a list of property available to potentially-interested parties.
(B) Determine whether to dispose of real property by sale or lease in accordance with 10 CFR Part 770, or to dispose of it through other processes;
(C) Notify DOE Headquarters organizations (Office of General Counsel, Office of Management, Office of the Chief Financial Officer, and EM) a minimum of 90 days before any disposal by sale or lease out-grant made under DOE authorities;
(D) Long term stewardship (LTS) and future land use considerations must also be considered when performing disposition planning. LTS is the primary responsibility of the Office of Legacy Management (LM), and contractors shall ensure that efforts and plans are coordinated and integrated with LM's requirements and policies; and
(E) Support DOE in updating FIMS data fields during real property asset disposition (e.g., identified as excess, transferred to another program office, placed into inactive status, dismantled, or placed in LTS), and archive information regarding real property assets that have been disposed and add all real property related institutional controls to FIMS.
(F) Adhere to Site protocols, if developed, or EMCBC Management System Description.

(g) Excess Asset/Facility Management**:** Contractors responsible for disposition of excess assets or facilities shall:

(1) Identify to DOE real property assets that are needed or no longer needed to meet mission needs;

(2) Track annual costs for maintenance, repair and upkeep, at the asset level, for maintaining excess facilities once the asset is declared excess until final disposition and report this value in FIMS;

(3) Provide estimated final disposition or decommissioning costs for all excess assets and any assets expected to be excessed in the next 10 years (at the asset level) and report that cost in FIMS per the annual "Guidance for Evaluating the Department of Energy's Excess Facilities", ensuring these costs are consistent with data in the EM IPABS Planning Module;

(4) Assist DOE to screen real property assets in accordance with federal laws, regulations, and the Department's internal process for screening real property assets prior to declaration of excess:

(5) Identify to DOE excess real property that is appropriate for economic development and, if any such property is identified, annually list property available to potentially-interested parties within the FYSP;

(6) Record planned disposition of real in FIMS, as well as in FYSP;

(7) Assist DOE to determine whether to dispose of real property by sale or lease in accordance with 10 CFR Part 770, or to dispose of it through other processes;

(8) Ensure physical controls, institutional controls, and other mechanisms to protect the workers, public and the environment are in place while performing disposition activities;

(9) Assist DOE to dispose of unneeded real property assets declared excess to mission needs using demolition, sale, economic development, lease termination, interagency transfer, or other DOE-approved methods;

(10) Assist DOE to perform real estate actions for out-grants in accordance with applicable environmental laws, regulations, and DOE directives, including:

(11) Lease out-grants under the authority in 42 U.S. Code § 7256, commonly referred to as the "Hall Amendment", must comply with the Joint DOE/Environmental Protection Agency Interim Policy Statement on Leasing, dated June 30, 1998;

(12) Out-grants of excess property may be made if disposal by sale is not practical;

(13) Out-grants of non-excess property may be made if the out-grant does not conflict with DOE missions; and

(14) Out-grants by lease for economic development are subject to the Congressional notification requirements.

(15) Assist DOE in completing the transfer of excess real property assets in accordance with applicable Departmental directives, including prior written consent from the receiving entity; and

(16) Assist DOE in disposing of excess contaminated real property assets in accordance with applicable Departmental directives and federal laws and regulations.

(h) Sustainment of Real Property Assets: Contractor shall establish a cost-effective sustainment program to keep existing operational, excess, and those facilities transitioning from operational to shut down in an acceptable safe and stable condition, functional, or sustainable in support of its current operational status or mission. Contractor sustainment program must include:

(1) A systematic management process for planning and budgeting for known future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems.

(2) A mechanism to track direct and indirect funded expenditures for maintenance and repair and renovation at the asset level.

(3) The Contractor shall support DOE, as requested, in any of the following activities:

(i) Maintain real property assets, including the mechanical and electrical systems that are installed as part of basic building construction and are essential to the normal functioning of the facility, in a condition suitable for its intended use;

(ii) Establish a Maintenance Management Program that promotes operational and worker safety, public health, environmental compliance, and cost effectiveness while meeting the program missions. See Section 5, Maintenance, below for additional requirements of a compliant Maintenance Management Program;

(iii) Develop five-year forecast (by fiscal year) as part of the FYSP and update annually to identify financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets. Include consideration for desired level of service, remaining service life, current Asset Condition Assessment Surveys (ACAS), EISA energy and water evaluations, utilizations surveys, the mission dependency of the asset, and projected funding for DM reduction. The EISA assessments for each operating covered facility must be performed at least once during any four-year period;

(iv) Report asset level annual required maintenance in FIMS for the upcoming fiscal year, including the estimated fully burdened costs of predictive and preventive maintenance and repair activities;

(v) Conduct tailored Asset Condition Assessment Survey (ACAS) for each real property asset assigned, to determine the need for preventive or remedial action, using industry standard graded approaches tailored to the inspection type and frequency that aligns with asset ownership, use, and mission dependency as follows:

(A) Perform physical Asset Condition Assessment Survey (ACAS) on each real property asset (including operational and excess facilities) at least once every five-year period or other risk-based interval as approved by EM;
(B) Perform more frequent assessments for real property assets (including operational and excess facilities) identified as mission unique or critical, or assets that pose an increased risk to life safety or the environment, or as mandated by federal, state or local codes;
(C) Determine the current physical condition of each real property asset, its estimated time to failure, and the optimum period for repairs and replacement based on engineering and maintenance analyses;
(D) Estimate the costs to correct deficiencies identified during the ACAS using the DOE Condition Assessment Information System (CAIS) or another nationally recognized cost estimating system that is formatted in UNIFORMAT II and based on annually updated unit cost data (e.g. RS Means; Building News; Craftsman Book Company; Richardson General Construction Estimating

Standards). Cost estimates must be updated annually and include contractor indirect costs;

(E) Categorize deficiencies as either Deferred Maintenance (DM) or Repair Needs (RN). Document and report DM and RN cost estimates consistent with Federal Accounting Standards Advisory Board requirements and Federal Real Property Council reporting guidance, respectively; and

(F) Regardless of the extent of tailoring (in schedule, scope and comprehensiveness) the contractor must maintain a high degree of confidence in their real-time understanding of facility conditions and risks and ensure that EM Field Office Managers are in concurrence with their risk acceptance perspectives.

(4) Perform a Functional Assessment of each operating real property asset to determine an asset's current physical condition and its capability to meet mission requirements at least once during any five-year period or other risk-based interval as approved by the cognizant PSO based on industry leading practices, voluntary consensus standards, and customary commercial practices;

(5) Recommission covered facilities at least once during any four-year period, tailored to the size and complexity of the building and its systems and components, to optimize and verify performance of existing systems; and

(6) Record annually the results of ACAS, Functional Assessments, and real property utilization assessments in FIMS.

(i) Maintenance of Real Property Assets**:** The Contractor shall develop and implement a compliant Maintenance Management Program to ensure real property assets are maintained in a manner that promotes operational and worker safety, public health, environmental compliance, and cost-effectiveness while meeting the program missions using a balanced approach that not only sustains the assets, but also provides for their safe upkeep while awaiting ultimate disposition for EM excess facilities.

Contractor organizations responsible for hazard category 1, 2, or 3 nuclear facilities, as defined by DOE Standard 1027-92 must develop and implement a nuclear maintenance management program (NMMP) through tailored application (e.g., graded approach) of DOE O 433.1, *Maintenance Management Program Requirements for DOE Nuclear Facilities*.

For other facilities, voluntary consensus standards, including ANSI/EIA – 649, National Consensus Standard for Configuration Management or DOE standards must be applied as determined by the responsible DOE element.

The Maintenance Management Program shall include the following:

(1) Ensure real property asset availability for planned use or disposition using preventive and predictive maintenance and repairs;

(2) Asset Condition Assessment Surveys (ACAS) of the real property assets;

(3) A work control system, management of deferred maintenance (DM), a method to prioritize, and systems to budget and track all maintenance expenditures (including DM, repair needs (RN), etc.);

(4) Identification of 5-year maintenance and repair requirements (sustainment) and funding for DM reduction;

(5) DM estimates, similar to deficiency estimates and RN, will be based on nationally recognized cost estimating systems such as the DOE Condition Assessment Information System (CAIS), or other nationally recognized cost estimating systems that are formatted in UNIFORMAT II and based on annually updated unit cost data (e.g. RS Means; Building News; Craftsman Book Company; Richardson General Construction Estimating Standards). DM Cost estimates must be updated annually and include contractor indirect costs.

(6) A computerized maintenance management system (CMMS) that includes;

(i) Preventative/Scheduled/Warranty Work
(ii) a master equipment list;
(iii) maintenance service levels;
(iv) A method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either DM or RN;
(v) Management of the DM backlog;
(vi) A method to prioritize maintenance work.

(j) Bridge and Tunnel Management (DOE Order 437.1); The Contractor shall comply with all requirements outline in DOE O 437.1, and its attachments when developing and implementing a documented safety, function, and efficient management program for all DOE bridges, culverts, and tunnels in support of DOE missions through regular, comprehensive inspections and evaluations using resources in an effective and efficient manner and in compliance with the governing laws and regulations. Establish and maintain a documented bridge and tunnel management approach satisfying Federal regulations, DOE directives, and industry standards and practices to ensure the following:

(1) Inspections. Ensure timely inspections, assessments, studies, and evaluations of each bridge, culvert, or tunnel as described in Attachment 2 are planned, conducted, and documented.

(2) Load Rating and Posting.

(i) Maintain a current load rating for each active bridge, tunnel, and culvert using the criteria and methods in Attachment 2. At-grade roadways in tunnels are exempt from load rating.

(ii) When necessary, post a bridge, tunnel, or culvert for load restrictions or restrict access using the criteria in Attachment 2.

(3) Scour Evaluation. Ensure each active bridge and culvert that crosses a waterway is evaluated for vulnerability to scour or stream instability from floods using the criteria and methods in Attachment 2.

(4) Seismic Vulnerability Evaluation. Ensure each bridge is evaluated for vulnerability to seismic events and the need for seismic retrofitting using the criteria in Attachment 2.

(5) Vehicle Traffic Volume Data Collection.

(i) For each active vehicle bridge:

(A) Determine the Average Daily Traffic (ADT) and the percentage that is truck traffic. Do not include vans, pickup trucks, and other light delivery trucks in this percentage. Update every five (5) years.
(B) Maintain a forecasted average daily traffic for the route at least 17 years but no more than 22 years from the year in which the forecast is made. The intent is to provide a forecast of the ADT 20 years in the future.

(ii) For each active vehicle tunnel, determine the Annual Average Daily Traffic (AADT) and the Annual Average Daily Truck Traffic (AADTT). Do not include vans, pickup trucks, and other light delivery trucks in this percentage. Update every five (5) years.

(6) Use of Qualified Personnel.

(i) Ensure each person performing an inspection or evaluation meets the qualification requirements specific to the inspection or evaluation conducted and understands the duties of the role he or she is expected to perform as described in Attachment 2.

(ii) Document individual personnel qualifications including appropriate education, experience, licensure, and certifications, and current training. Individuals must complete refresher training at least every five years.

(7) Quality Management.

(i) Establish quality management procedures or requirements necessary to produce accurate and consistent bridge inspections conforming with inspection standards and criteria; inspection plans; quality control procedures; DOE policy; and Federal and State requirements.

(ii) Establish quality management procedures or requirements necessary to ensure that evaluation products such as calculations, reports, and studies are complete, accurate, and properly checked in accordance with applicable industry standards.

(iii) Establish quality management procedures or requirements necessary to ensure that information and data supporting the Department’s external reporting or

implementation of bridge and tunnel management requirements is validated and provided in a timely manner.

(8) Records and Reporting. Ensure records, reports, and data are prepared, maintained, and submitted using the criteria in Attachment 2.

(9) Inventory and Asset Management.

(i) Integrate requirements for bridge and tunnel management with existing operating and management procedures for real property. Document any locally established policies, procedures, or inspection intervals for bridges, tunnels, or culverts.

(ii) When available resources are inadequate to maintain an acceptable level of bridge, culvert, or tunnel safety, act to impose lane or load restrictions, or closures.

(iii) Establish, document, and implement protocols for responding to a critical finding. Establish, document, and implement protocols for managing permit loads.

(iv) Establish, document, and implement bridge closure and re-opening procedures. Once closed, a bridge may not be reopened until repairs are complete and a qualified engineer determines that the bridge is safe and if necessary, posted for load restrictions.

(v) For railroad bridges, establish, document, and implement procedures and issue instructions to personnel responsible for train operations to prevent operation of equipment that would exceed the capacity of the bridge.

H.88 RECORDS MANAGEMENT (MOD 14)

The Contractor shall serve as the Record Custodian for Federal records (regardless of media) generated/received at the WIPP including all contractors/subcontractors. All records shall be managed in electronic format (born digital) to the fullest extent possible. Historical records obtained from a predecessor contractor must also be managed in electronic format (digitized) in accordance with NARA requirements. All records shall be managed in accordance with 44 U.S.C., Chapters 21, 29, 31, 33, and 35; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, Records Management Program, applicable NRC requirements, National Archives and Records Administration (NARA) requirements and bulletins and any other DOE requirements.

The Contractor shall be responsible for all records management and document control 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, Controlled Unclassified Information and Unclassified (CUI), Unclassified Controlled Nuclear Information (UCNI), Official Use Only (OUO) (as applicable); providing all employees and subcontractors with records management training; retrieving of records; supporting records management data calls from the National Archives and Records Administration (NARA) and DOE; and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program (EEOICPA),

the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

Records Management Program Plan

The Contractor shall submit a Records Management Program Plan that documents the records lifecycle (creation/receipt, maintenance/use and disposition), including, but not limited to: electronic records, digital signature process, email, classified, audiovisual, quality records, historical records, essential records, inventory and file plans and disposition (transfer and destruction). The Contractor shall submit the plan within 60 days of the Notice to Proceed and review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the Records Management Program Plan (see Attachment J-6, Contract Deliverables List). The Plan shall be submitted annually thereafter if/when changes occur; the submittal shall clearly document the changes made (e.g., track changes).

Electronic Records

The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition of all records, including email, are managed utilizing an ERMS that meets the requirements of NARA's Universal Electronic Records Management (UERM) requirements.

The Contractor shall manage records contained in Electronic Information Systems (EIS) by incorporating recordkeeping controls in the system or exporting the records into the ERMS in accordance with 36 CFR Part 1236, *Electronic Records Management.* The Contractor shall submit a list of EIS' to DOE annually utilizing the format provided by DOE (see Attachment J-6, Contract Deliverables List), including contractor-owned records.

Ensure records controls are maintained when using commercial or government cloud environments, managed services, or on-premise environments.

Metadata for a record must, where possible, consist of a description of the content of the record; the structure of the record (form, format, and relationships between record components); the business context in which the record was created, relationships with other records and metadata, identifiers and other information needed to retrieve the record, and the business actions and events involving the record throughout its lifecycle.

To protect records against technological obsolescence, regardless of the storage environment and media, the contractor must:

(a) Determine if the NARA-approved retention period for the records will be longer than the life of the system. If so, agencies must migrate the records and their associated metadata before retiring the current system.

(b) Ensure hardware and software can retain the electronic records' functionality and integrity regardless of the storage environment. To retain functionality and integrity, contractor must:

(1) Keep the records in a usable format until their authorized disposition date. If records must be converted for migration, records must be maintained and disposed of in the authorized manner after conversion;

(2) Ensure forms are created using digital fillable fields and digital signatures in accordance with DOE O 206.2, *Identity, Credential, and Access Management (ICAM),* current version. If operations prohibit the use of electronics in the field, the temporary document must be digitized as soon as possible;

(3) Plan for technology obsolesce, and ensure updated hardware and software remains compatible with current data formats as necessary and data is preserved as a federal record until disposition requirements are met;

(4) Maintain a link between records and associated metadata when converting or migrating. This includes capturing relevant associated metadata at the point of migration (for both the records and the migration process);

(5) Ensure verification of successful records transfers (including metadata) after migration.

Access rights and permission rules for electronic records should be based on the activity or business function related to the records.

Dispose of temporary electronic records in accordance with assigned, approved schedules, including backup or working copies in any format, to protect sensitive, proprietary, or national security information and prevent access or reuse in the future.

Manage email records in an electronic format, along with associated metadata, using GRS 6.1, Email Managed under a Capstone Approach, including name of sender and all addressees, date and time email sent and received, in addition to contacts, calendars, mailbox folders and attachments. Email (in the native environment) is managed as a role-based record in its entirety. Email messages must also be captured as program or project records using appropriate schedules.

(a) Official business must be conducted using authorized Federal email accounts. Business conducted through non-official accounts must be captured on an official Federal email account within 20 calendar days of creation or receipt.

(b) Official email must be captured and handled as a federal record, regardless of the number of official accounts an employee may be assigned.

(c) Email records determined to be of permanent value must be transferred to NARA as an electronic record in the current NARA approved format.

(d) Documented procedures must be in place for systems that can produce, manage, and preserve email records in an acceptable electronic format until disposition. Additionally, systems must support the implementation of policy requirements outlined in this order, to include lifecycle management, preservation, security, integrity, and the accessibility of email records throughout their lifecycle.

Instant messaging, text messages, and chat messages are authorized for Federal business use as long as they are on an official government owned or approved network and captured. Non- government electronic communication devices that cannot be or are not captured or transferred to an official government network or system are not authorized for official government business.

Public/external social media platforms or alternate tools/applications used for official government business that result in the creation of a Federal record require appropriate capture and management in accordance with a NARA approved record schedule.

Capture and manage records created or received via public/externally-owned websites and portals used for Departmental business. Manage website administration, operations, and maintenance records in accordance with a NARA approved record schedule.

Records Ownership

Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, *Access to and Ownership of Records*, see Section I), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in performance of this Contractor including, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act systems of record (Section H clause, *Privacy Act System of Records*) shall be the property of the Government.

Essential Records Program (formerly known as Vital Records Program)

The Contractor shall establish and sustain an essential records program to ensure continuity of operations (COOP) during and after an emergency as prescribed by laws, regulations, and directives, that ensures DOE makes and preserves records of the Department's organizations, missions, functions, policies, decisions, procedures, and essential transactions. The program must be designed to identify records, regardless of format, that specify how DOE will operate in an emergency or disaster and identify and protect legal and financial rights records. Ensure essential records are accessible per the COOP guidance in the Federal Continuity Directive 1 (FCD 1), Federal Executive Branch National Continuity Program and Requirements. See 44 U.S.C. 3101, 36 CFR Part 1223, *Managing Vital Records*.

Ensure essential records inventories are added as attachments or appended to the COOP plan. Provide essential records information to appropriate emergency management officials and/or pre-position records where appropriate. A copy of the Essential Records Program and Inventory shall be provided to DOE annually for approval (see Attachment J-6, Contract Deliverables List).

Creation/Receipt

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated/received (regardless of media) in the performance of the contract in accordance with all prescribed laws, regulations, directives, NARA bulletins or DOE requirements.

Inventory and File Plan

The Contractor shall conduct periodic records inventories in order to develop and maintain up-to-date organizational inventories, file plans and EIS' that provide for the identification, location, arrangement, assignment of disposition authority and retrieval of all categories (record series) of records created and received in performance of this contract. The Contractor shall utilize a DOE approved format and shall submit to DOE the site-wide File Plan within six months of written notice to proceed, for review/approval by DOE. The plan shall be updated and submitted annually thereafter when changes occur; the submittal shall clearly document the changes made. (see Attachment J-6, Contract Deliverables List)

Maintenance /Use

The Contractor shall maintain and preserve all records, including the historical records collection (paper and electronic) stored on-site, at a Federal Record Center (FRC) and in the ERMS.

Quality Assurance Records

The Contractor shall ensure records identified as Quality records under the American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA) 1, or a DOE approved industry standard are managed to meet the requirements of the approved standard and 36 CFR Chapter XII, Subchapter B.

Privacy Act Records

The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier, are maintained in Privacy Act Systems of Records, in accordance with FAR 52.224-2, *Privacy Act*, and DOE O 206.1, *DOE Privacy Program*.

Classified Records

The Contractor shall protect and handle classified information and critical information in accordance with applicable laws, regulations, policies, and directives. Classified documents may be processed electronically so long as the computer systems meet all classified security requirements. Until the required computer systems are available to copy, log, process, transmit, and/or store classified documents, they shall be processed as hard copy.

Records Requests

The Contractor shall respond to records management data calls by NARA and DOE as requested, and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests. Regardless if the contractor processes the request directly to the requestor or submits to DOE for final response, the contractor is responsible for maintaining a "copy" of what was provided. The copy must be scheduled appropriately.

The Contractor shall respond to Energy Employee Occupational Compensation Act (EEOICPA) requests in accordance with the clause in Section H, *Energy Employees Occupational Illness Compensation Program Act (EEOICPA) of 2000.*

Records Disposition

The Contractor shall submit a Records Disposition Plan (see Attachment J-6, Contract Deliverables List), which shall include processing of all the transfer of records to storage (e.g., on-site, Federal Records Center prior to December 31, 2022*) and the destruction process for records and information content. The Contractor shall disposition all records, including historical/legacy in accordance with the NARA-approved Records Disposition Schedules and applicable federal laws and regulations. Disposition activities include transferring permanent records to NARA (in electronic format), transferring of paper records to a FRC, and/or destruction once retention has been met and proper approvals obtained. Transfer of records to a FRC and NARA, as well as the use of a commercial storage facility requires DOE RMFO approval. Prior to any destruction, the Contractor shall submit the records destruction certificate(s) to the DOE RMFO; the RMFO will review/approve, as well as obtain the approval of DOE Legal Counsel.

*Note: In accordance with OMB Memorandum M-19-21, Transitioning to Electronic Records, and OMB Memorandum M-23-07, Update to Transition of Electronic Records, all permanent records must be created and maintained electronically to the fullest extent possible.

Document Control

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

H.89 TASK ORDERING PROCEDURE (APPLIES TO IDIQ CLIN ONLY)

The Administering Contracting Officer will determine Task Order ordering procedures if any Task Orders are ordered.

H.90 WORK PERFORMED UNDER SECTION C, PERFORMANCE WORK STATEMENT, NOT FUNDED BY THE CARLSBAD FIELD OFFICE (MOD 71)

The Contractor is authorized to earn 3% fixed fee directly from the requesting entity on work performed by the Contractor that is funded by non-Carlsbad Field Office (CBFO). Such work will be in furtherance of the Performance Work Statement provided in Section C of this contract.

Funding by non-CBFO will be provided via either the Inter-Entity Work Order (IEWO) or the Work Authorization (WA) in accordance with DOE Financial Management Handbook, Chapter 12 Inter-Entity Work Between DOE Organizations. The Contractor shall keep a detailed documentation of the fund expenditure (DEAR 970.5232-4 Obligation of Funds) for the funding by others. All work performed will be on a full-cost recovery basis and reporting of work will be provided to CBFO on a monthly basis.

This clause is effective for the period February 4, 2023, through November 7, 2032, and will be reviewed at the end of the performance period to determine whether there is a requirement to extend the clause**.**

H.91 OFFICE OF ENVIRONMENTAL MANAGEMENT HEAD OF CONTRACTING ACTIVITY CONTRACTOR SERVICE CREDIT REQUIREMENTS (MOD 90)

Contractors may recognize a critical skilled employee's previous relevant experience at another DOE or NNSA facility, a parent organization/affiliate, non-parent organization, or private industry when the employee is hired for reasons other than contract transition. "Parent Organization" is defined as the organizations (or companies), including affiliates, that comprise the contractor entity under contract with DOE at an EM site.

Recognition of Service Credit for a Critical Skill New Hire Employee for Purposes Other than Contract Transition

(a) The Contractor is authorized to recognize accrued service for a critical skill new hire employee. DOE will reimburse allowable, reasonable, and allocable costs associated with the recognition of the following service credit requirements, consistent with applicable law, and the terms of any applicable benefit plan(s) or collective-bargaining agreement(s).

A critically skilled employee is an employee whose recognized technical skills, knowledge, and experience in a specific field are critical to the operations or strategy of a contractor. Guidance regarding recognition of service credit for employees during contract transition can be found in the contract H clause entitled, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.* Service credit regarding severance can be found in the H clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits.*

(1) Requirements:

(i) Credited service may only be used to establish eligibility for, or determine accrual of, paid time off (i.e., vacation, sick leave, other leaves of absence).

(ii) The Contractor shall determine that the skills and experience the employee possesses are essential and related to the duties of the new position. The amount of service credit granted to a contractor employee:

- Must be based on experience relevant to the new position and commensurate with the employee's applicable years of service rather than overall employment service time.
- Must not exceed the approved Contractor's accrual rate applicable to the contract.
- Cannot be made retroactively.

(iii) The transfer of a contractor employee's actual accrued leave and/or associated funds to an employing contractor is not permitted outside of a contract transition. The employee shall start with a zero-leave balance.

(iv) The Contractor shall make a good faith attempt to avoid the escalation of labor costs by minimizing recruitment amongst onsite contractors.

(v) The Contractor shall weigh the benefits to the contract of attracting and retaining the specific skilled employee against the incremental cost associated with the service-based benefit to be extended; such factors include: whether the specific employee possesses critical skills that are not otherwise available without extending the service-based benefits; and how the skills and experience of the individual are essential to the new position and are necessary to achieve the successful accomplishment of the project's mission or performance goal.

(vi) The Contractor is responsible and accountable for ensuring that costs incurred and claimed are allowable in accordance with the terms of the contract and affordable within respective operating budgets.

(vii) The Contractor shall obtain Contracting Officer concurrence in advance of a critical skilled employee being hired, if service credit is being recognized, and provide the employee's name, position/title, years of relative experience and amount of service credit granted and leave accrual amount being granted.

(viii) The Contractor shall provide to the Contracting Officer an annual report listing the contractor employees who were hired to the contract to include the information identified in vii above (see Attachment J-6, Contract Deliverables List). The report shall include the employee's name, position/title, years of relevant experience, amount of service credit granted, and the leave accrual amount being granted.

PART II – CONTRACT CLAUSES SECTION I

CONTRACT CLAUSES

(MODs 14, 32, 39, 59, 66, 77, 94)

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 (Jun 2020)	
I.12	52.203-14	Display of Hotline Poster(s) (Jun 2020)	(b)(3) DOE Office of Inspector General Hotline Poster

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.13	52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	
I.14	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
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)	
I.20	52.204-14	Service Contract Reporting Requirements (Oct 2016)	
I.21	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.22	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.23	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.24	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	
I.25	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	
I.26	52.208-6	Marking of Leased Vehicles (Aug 1984)	
I.27	52.208-7	Tagging of Leased Vehicles (May 1986)	
I.28	52.208-8	Required Sources for Helium and Helium Usage (Aug 2018)	
I.29	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Jun 2020)	
I.30	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.31	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.32	52.210-1	Market Research (Jun 2020)	
I.33	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)	
I.34	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.35	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.36	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.37	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.38	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.39	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.40	52.215-14	Integrity of Unit Prices (Jun 2020) – Alt I (Oct 1997)	
I.41	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.42	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.43	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.44	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.45	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.46	52.216-18 Full Text Below	Ordering (Aug 2020) (Applies to IDIQ CLIN only)	(a) from the initial four-year ordering period and is expected to be extended with each option period, if exercised not to exceed 10 years.
I.47	52.216-19 Full Text Below	Order Limitations (Oct 1995) (Applies to IDIQ CLIN only)	(a) $1,000 (b)(1) $100,000,000 (b)(2) $100,000,000 (b)(3) 365 (d) 5
I.48	52.216-22 Full Text Below	Indefinite Quantity (Oct 1995) (Applies to IDIQ CLIN only)	(d) 5 years
I.49	52.217-8	Option to Extend Services (Nov 1999)	any time prior to the expiration of the current period of performance, as applicable
I.50	52.217-9 Full Text Below	Option to Extend the Term of the Contract (Mar 2000)	(a) 30 days; 60 days (c) ten years and six months
I.51	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)	(c) Contractor elects to waive the evaluation preference
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.53	52.219-9	Small Business Subcontracting Plan (Jun 2020) – Alt II (Nov 2016)	
I.54	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
I.55	52.219-28	Post-Award Small Business Program Re-representation (Nov 2020)	(h) No
I.56	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.57	~~52.222-2~~	~~Payment for Overtime Premiums (Jul 1990)~~ RESERVED **(MOD 14)**	~~(a) zero~~
I.58	52.222-3	Convict Labor (Jun 2003)	
I.59	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (Mar 2018)	
I.60	52.222-6	Construction Wage Rate Requirements (Aug 2018)	
I.61	52.222-7	Withholding of Funds (May 2014)	
I.62	52.222-8	Payrolls and Basic Records (Aug 2018)	
I.63	52.222-9	Apprentices and Trainees (Jul 2005) **(MOD 77)**	Excludes paragraph (c)
I.64	52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
I.65	52.222-11	Subcontracts (Labor Standards) (May 2014) (DEVIATION FEB 2025) **(MOD 77)**	
I.66	52.222-12	Contract Termination—Debarment (May 2014) (DEVIATION FEB 2025) **(MOD 77)**	
I.67	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
I.68	52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
I.69	52.222-15	Certification of Eligibility (May 2014)	
I.70	52.222-16	Approval of Wage Rates (May 2014)	
I.71	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Jan 2020)	
I.72	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
I.73	~~52.222-21~~	~~Prohibition of Segregated Facilities (Apr 2015)~~ RESERVED **(MOD 77)**	
I.74	~~52.222-26~~	~~Equal Opportunity (Sep 2016)~~ RESERVED **(MOD 77)**	
I.75	52.222-35 Full Text Below	Equal Opportunity for Veterans (Jun 2020)	
I.76	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.77	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.78	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.79	52.222-41	Service Contract Labor Standards (Aug 2018) (Applicable to Subcontracts subject to SCLS)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.80	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (Applies only to Subcontracts subject to SCLS)	
I.81	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (Applies only to Subcontracts subject to SCLS)	
I.82	52.222-50	Combating Trafficking in Persons (Oct 2020)	
I.83	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.84	52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020)	
I.85	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.85A	52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION APRL 2026)	
I.86	52.223-2	~~Affirmative Procurement~~ Reporting of Biobased Products Under Service and Construction Contracts (~~Sep 2013~~May 2024) (DEVIATION FEB 2025) **(MOD 77)**	
I.87	52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021) – Alt I (Jul 1995)	(b) None
I.88	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.89	52.223-7	Notice Of Radioactive Materials (Jan 1997)	(a) seven
I.90	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.91	52.223-10	Waste Reduction Program (May ~~2011~~2024) (DEVIATION FEB 2025) **(MOD 77)**	
I.92	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	
I.93	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
I.94	52.223-13	Acquisition of EPEAT® – Registered Imaging Equipment (Jun 2014)	
I.95	52.223-14	Acquisition of EPEAT® – Registered Televisions (Jun 2014)	
I.96	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
I.97	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
I.98	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.99	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.100	~~52.223-19~~	~~Compliance with Environmental Management Systems (May 2011)~~ RESERVED **(MOD 77)**	
I.101	52.223-20	Aerosols (Jun 2016)	
I.102	52.223-21	Foams (Jun 2016)	
I.103	52.224-1	Privacy Act Notification (Apr 1984)	
I.104	52.224-2	Privacy Act (Apr 1984)	
I.105	52.224-3	Privacy Act Training (Jan 2017)	
I.106	52.225-1	Buy American – Supplies (Jan 2021)	
I.107	52.225-8	Duty-Free Entry (Oct 2010)	
I.108	52.225-9 Full Text Below	Buy American – Construction Materials (Feb 2021)	(b)(2) None
I.109	52.225-11 Full Text Below	Buy American – Construction Materials Under Trade Agreements (Jan 2021)	(b)(3) None
I.110	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
I.111	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.112	52.227-4	Patent Indemnity—Construction Contracts (Dec 2007)	
I.113	52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007)	
I.114	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	All, August 3, 2021
I.115	52.228-2	Additional Bond Security (Oct 1997) (Applies to the entity performing any construction work)	
I.116	52.228-11	~~Pledge of Assets (Aug 2018) (Applies to the entity performing any construction work)~~ Individual Surety-Pledge of Assets (Feb 2021) (DEVIATION MAY 2023) **(MOD 39)**	
I.117	52.228-12	Prospective Subcontractor Requests For Bonds (May 2014) (Applies to the entity performing any construction work)	
I.118	52.228-14	Irrevocable Letter of Credit (Nov 2014) (Applies to the entity performing any construction work)	
I.119	52.228-15	Performance and Payment Bonds – Construction (Jun 2020) ~~(Applies to the entity performing any construction work)~~ (DEVIATION MAY 2023) **(MOD 39)**	
I.120	52.229-10	State of New Mexico Gross Receipts Compensating Tax (Apr 2003)	
I.121	52.230-2	Cost Accounting Standards (Jun 2020)	
I.122	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.123	52.232-17	Interest (May 2014)	
I.124	52.232-24	Prohibition of Assignment of Claims (May 2014)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.125	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.126	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.127	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.128	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.129	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.130	52.236-5	Material and Workmanship (Apr 1984)	
I.131	52.236-7	Permits and Responsibilities (Nov 1991)	
I.132	52.236-18	Work Oversight In Cost-Reimbursement Construction Contracts (Apr 1984)	
I.133	52.237-2	Protection of Government Buildings, Equipment, And Vegetation (Apr 1984)	
I.134	52.237-3	Continuity of Services (Jan 1991)	
I.135	52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.136	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.137	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.138	52.242-13	Bankruptcy (Jul 1995)	
I.139	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2007)	(d) The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) None
I.140	52.244-5	Competition in Subcontracting (Dec 1996)	
I.141	52.244-6	Subcontracts for Commercial ~~Items~~ Products and Commercial Services (~~Nov 2020~~Jan 2025) (DEVIATION FEB 2025) **(MOD 77)**	
I.142	52.245-1	Government Property (~~Jan 2017~~ Sep 2021) and DOE Acquisition Regulation Subpart 945.5 **(MOD 32)**	
I.143	52.245-9	Use and Charges (Apr 2012)	
I.144	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.145	52.246-26	Reporting Nonconforming Items (Jun 2020)	
I.146	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. 89303322DEM000077; the Contract Administration Office specified in Section G
I.147	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
I.148	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.149	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.150	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.151	52.249-6	Termination (Cost-Reimbursement) (May 2004)	
I.152	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alt I (Sep 1996) (Applies to construction work only)	
I.153	52.249-14	Excusable Delays (Apr 1984)	
I.154	52.250-1	Indemnification Under Public Law 85-804 (Apr 1984)- Alt I (Apr 1984)	
I.155	52.251-1	Government Supply Sources (Apr 2012)	
I.156	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.157	52.253-1	Computer Generated Forms (Jan 1991)	
I.158	~~931.205-33~~	~~(g) Professional and Consultant Services Costs (May 2013)~~ RESERVED **(MOD 14)**	
I.159	~~931.205-47~~	~~(h)Costs Associated with Whistleblower Actions (May 2010)~~ RESERVED **(MOD 14)**	
I.160	952.202-1	Definitions (Feb 2011)	
I.161	952.203-70	Whistleblower Protection for Contractor Employees (Jul 2009)	
I.162	952.204-2	Security Requirements (Aug 2016)	
I.163	952.204-70	Classification/Declassification (Sep 1997)	
I.164	952.204.71	Sensitive Foreign Nationals Control (Mar 2011)	
I.165	952.204-75	Public Affairs (Dec 2000)	
I.166	952.204-77	Computer Security (Aug 2006)	
I.167	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
I.168	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.169	952.211-71	Priorities and Allocations (Apr 2008)	
I.170	952.215-70	Key Personnel (Dec 2000)	
I.171	952.216-7	Allowable Cost and Payment (Feb 2011)	
I.172	952.217-70	Acquisition of Real Property (Mar 2011)	
I.173	952.219-70	DOE Mentor-Protégé Program (May 2000)	
I.174	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.175	952.223-78	Sustainable Acquisition Program (Oct 2010)	
I.176	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010)	
I.177	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.178	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
I.179	952.242-70	Technical Direction (Dec 2000)	
I.180	952.247-70	Foreign Travel (Jun 2010)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.181	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.182	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
I.183	970.5203-1	Management Controls (CLASS DEVIATION) (DOE Acq Letter 2005-04) (Jun 2007)	
I.184	970.5203-2	Performance Improvement And Collaboration (May 2006)	
I.185	970.5203-3	Contractors Organization (Dec 2000)	
I.186	970.5204-1	Counterintelligence (Dec 2010)	
I.187	970.5204-2	Laws, Regulations and DOE Directives (Dec 2000)	
I.188	970.5204-3 Full Text Below	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	
I.189	970.5208-1	Printing (Dec 2000)	
I.190	970.5211-1	Work Authorization (May 2007)	
I.191	970.5215-1	Total Available Fee: Base Fee Amount and Performance Fee Amount Alt II and Alt III (Dec 2000) **(MOD 14)**	~~(2) Manager, Carlsbad Field Office~~ (f) 30
I.192	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt II (Aug 2009)	
I.193	~~970.5215-4~~	~~Cost Reduction (Aug 2009)~~ RESERVED **(MOD 14)**	
I.194	970.5217-1	Strategic Partnership Project Program (Non-DOE Funded Work) (Apr 2015)	
I.195	970.5222-1	Collective Bargaining Agreements (Dec 2000)	
I.196	970.5222-2	Overtime Management (Dec 2000)	
I.197	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
I.198	970.5223-3	Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Dec 2010)	
I.199	970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)	
I.200	970.5223-7	Sustainable Acquisition (Oct 2010)	
I.201	970.5223-7	Sustainable Acquisition (Oct 2010) Alt I (Oct 2010) (Applies to construction work only)	
I.202	970.5225-1	Compliance With Export Control Laws And Regulations (Nov 2015)	
I.203	~~970.5226-1~~	~~Diversity Plan (Dec 2000)~~ **(MOD 59)**	
I.204	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.205	970.5226-3	Community Commitment (Dec 2000)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.206	970.5227-1	Rights in Data – Facilities (Dec 2000)	89303322DEM000077, Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors (SIMCO)
I.207	970.5227-4	Authorization and Consent (Aug 2002)	
I.208	970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2000)	
I.209	970.5227-6	Patent Indemnity – Subcontracts (Dec 2000)	
I.210	970.5227-7	Royalty Information (Dec 2000)	
I.211	970.5227-8	Refund of Royalties (Aug 2002)	
I.212	970.5227-10	Patent Rights -Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contactor (Dec 2000) (This clause will only be included in the contract if the awardee is a nonprofit organization or small business contractor.)	
I.213	970.5227-11	Patent rights—management and operating contracts, for-profit contractor, non-technology transfer (Dec 2000) (This clause will only be included in the contract if the awardee is a for-profit organization and a large business contractor.)	
I.214	970.5228-1	Insurance – Litigation and Claims (Jul 2013)	
I.215	970.5229-1	State and Local Taxes (Dec 2000)	
I.216	970.5231-4	Preexisting Conditions Alt II (Dec 2000)	
I.217	970.5232-1	Reduction or Suspension of Advance, Partial or Progress Payments (Dec 2000)	
I.218	970.5232-2	Payments and Advances Alt II and Alt III (Dec 2000)	
I.219	970.5232-3	Accounts, Records and Inspection (DEVIATION) DOE Acq Letter 2005-04 (Dec 2010)	
I.220	970.5232-4	Obligation of Funds (Dec 2000)	(a) $4,993,004 (c) 30, 30
I.221	970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	
I.222	970.5232-6	Strategic Partnership Project Funding Authorization (Apr 2015)	
I.223	970.5232-7	Financial Management System (Dec 2000)	
I.224	970.5232-8	Integrated Accounting (Dec 2000)	
I.225	970.5236-1	Government Facility Subcontract Approval (Dec 2000)	
I.226	~~970.5242-1~~	~~Penalties for Unallowable Costs (Aug 2009)~~ RESERVED **(MOD 66)**	
I.227	970.5243-1	Changes (Jul 2009)	
I.228	970.5244-1	Contractor Purchasing System (Aug 2016)	
I.229	970.5245-1	Property (Aug 2016)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.230	~~970.5245-1~~	~~Property Alt I (Aug 2016) Alternate I applies only if the awardee is a nonprofit organization~~ RESERVED (**MOD 14**)	
I.231	970.5216-7	Allowable Cost and Payment **(MOD 066)**	
I.232	52.242-3	Penalties for Unallowable Costs **(MOD 066)**	
I.233	52.242-4	Certification of Financial Indirect Costs **(MOD 066)**	

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

This contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

I.23 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Jun 2016)

(a) Definitions. As used in this clause –

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

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

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (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 sub-networks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (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 items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.46 FAR 52.216-18 ORDERING (Aug 2020) (Applies to IDIQ CLIN 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 initial four year ordering period and is expected to be extended with each option period, if exercised not to exceed 10 years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

I.47 FAR 52.216-19 ORDER LIMITATIONS (Oct 1995) (Applies to IDIQ CLIN only)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$1,000.00** 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 **$100,000,000.00**;

(2) Any order for a combination of items in excess of **$100,000,000.00**; 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 CLIN 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 five years beyond the expiration date of the contract ordering period.

I.50 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least 60 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 ten years and six months.

I.75 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Jun 2020)

(a) Definitions. As used in this clause -
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.76 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.90 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.108 FAR 52.225-9 BUY AMERICAN – CONSTRUCTION MATERIALS (Feb 2021)

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

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply (including construction material) that is –

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii)Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how

the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means –

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means –

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. *Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. Chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[none]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that –

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including –

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

I.109 FAR 52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (Jan 2021)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of

the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the

iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[none]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii)The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.149 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.188 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)

(Modified in MODs 12, 14, 24, 29, 32, 39, 46, 49, 58, 59, 65, 66, 72, 78, 84, 90,94,99,100)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Requirements Sources and Implementing Documents (**MODs 29, 32, 46, 59, 66, 84, 90,94,99**)
J-2	Individual Small Business Subcontracting Plan
J-3	Performance Evaluation and Measurement Plan **(MODs 12, 24, 49, 65, 66, 80, 84, 87,100)**
J-4	Special Financial Institution Account Agreement for Use With The Payments Cleared Financing Arrangement
J-5	Performance Guarantee Agreement
J-6	Contract Deliverables List **(MODs 14, 32, 39, 46, 58, 59, 66, 72, 78, 84, 90,94)**
J-7	Site Services and Interface Requirements (**MOD 46**)
J-8	Community Commitment Plan (to be inserted at the time of contract award)
J-9	Wage Determinations
J-10	Acronyms

ATTACHMENT J-1: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

List B. Applicable DOE Directives (Revision 9) (MODs 29, 32, 46, 59, 66, 84, 90,94,99)

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 and/or optimization and propose alternative methods to those specified in the DOE directives.

Table J-1.1 Directives, Regulations, Policies, and Standards

Directive/Requirement	List B Directive Title
*DOE P 112.2 (MOD 099)	DOE Roles and Responsibilities – National Laboratories
*DOE P 140.1	Natural Resource Damage Assessment Cooperation and Integration
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 Chg. 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1 Chg. 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3C (MOD 094)	Unclassified Foreign National Access Program
DOE O 144.1 Chg. 1	Department of Energy American Indian Tribal Government Interactions and Policy
~~DOE O 150.1A~~ ~~DOE O 150.1B (MOD 046)~~ DOE O 150.1C (MOD 099)	Continuity Programs
~~DOE O 151.1D Chg. 1~~ ~~DOE O 151.1E(MOD 066)~~ DOE O 151.1F (MOD 099)	Comprehensive Emergency Management System
~~DOE O 200.1A Chg. 1~~ DOE O 200.1A Chg 2 (LtgChg) (MOD 099)	Information Technology Management
~~DOE O 203.1~~ Removed (MOD 066)	~~Limited Personal Use of Government Office Equipment Including Information Technology~~

Directive/Requirement	List B Directive Title
~~DOE O 205.1C~~ ~~DOE O 205.1C Chg. 1 (MOD 029)~~ DOE O 205.1D and EM-CSPP V2 (MOD 094)	Department of Energy Cyber Security Program and Environmental Management Cyber Security Program Plan (EM-CSPP)
~~*DOE P 205.1~~ Removed (MOD 029)	~~Department Cyber Security Management Policy~~
~~DOE O 206.1 Chg. 1~~ DOE O 206.1A (MOD 099)	Department of Energy Privacy Program
~~DOE O 206.2~~ ~~DOE O 206.2 Chg. 1 (MOD 046)~~ DOE O 206.2 Chg. 2 (MOD 066)	Identity, Credential, and Access Management (ICAM)
~~DOE O 210.2A~~ DOE O 210.2B (MOD 099)	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
~~DOE O 226.1B~~ DOE O 226 1B Chg.1 (MOD 029)	Implementation of Department of Energy Oversight Policy
*DOE P 226.2	Policy for Federal Oversight and Contractor Assurance Systems
~~DOE O 227.1A Chg. 2 (MOD 090)~~ DOE O 227.1B (MOD 099)	Independent Oversight Program
~~DOE O 231.1B Chg. 1~~ Removed (MOD 099)	~~Environmental, Safety, and Health Reporting~~
~~DOE O 232.2A Chg. 1~~ Removed (MOD 099)	~~Occurrence Reporting and Processing of Operations Information~~
DOE O 240.1 (MOD 046)	Requesting Access to Electronic Records, Electronic Communications, and Access Control Records
~~DOE O 241.1B Chg. 1~~ DOE O 241.1D (MOD 099)	Scientific and Technical Information Management
~~DOE O 243.1B Chg. 1 DOE O 243.1C (MOD 046)~~ DOE O 243.1D (MOD 099)	Records Management Program
~~DOE O 252.1A Chg. 2 (MOD 090)~~ Removed (MOD 099)	~~Technical Standards Program~~

Directive/Requirement	List B Directive Title
*DOE P 310.1 Chg. 1	Maximum Entry and Mandatory Separation Ages for Certain Security Employees
DOE O 313.1	Management and Funding of the Department's Overseas Presence
~~DOE O 341.1A~~ DOE O 341.1B (MOD 099)	Federal Employee Health Services
~~DOE O 350.1Chg. 7~~ DOE O 350.1A (MOD 099)	Contractor Human Resource Management Programs
~~DOE O 350.5~~ Removed (MOD 029)	~~COVID Safety Protocols for Federal Contractors~~
*DOE P 364.1	Health and Safety Training Reciprocity
~~DOE O 410.2Chg. 1~~ DOE O 410.2A (MOD 099)	Management of Nuclear Materials
~~DOE O 411.2~~ DOE O 411.2A (MOD 099)	Scientific Integrity
~~*DOE P 411.2A~~ DOE P 411.2C (MOD 099)	DOE Scientific Integrity Policy
~~DOE O 413.2C Chg. 1~~ Removed (MOD 066)	~~Laboratory Directed Research and Development~~
~~DOE O 413.3B Chg. 6~~ ~~DOE O 413.3B Chg. 7 (MOD 046)~~ DOE O 413.3C (MOD 099)	Program and Project Management for the Acquisition of Capital Assets
~~DOE O 414.1D Chg. 2~~ ~~DOE O 414.1E (MOD 066)~~ DOE O 414.1F (MOD 099)	Quality Assurance
DOE O 415.1 Chg. 2	Information Technology Project Management
*DOE P 420.1	Department of Energy Nuclear Safety Policy
~~DOE O 420.1C Chg. 3~~ DOE O 420.1D (MOD 099)	Facility Safety
~~DOE O 422.1 Chg. 3~~ ~~DOE O 422.1 Chg. 4 (MOD 046)~~ DOE O 422.1A (MOD 099)	Conduct of Operations
~~DOE O 425.1E (MOD 090)~~ DOE O 425.1F (MOD 099)	Verification of Readiness to Startup or Restart Nuclear Facilities
~~DOE O 426.2A Chg. 1 (MOD 090)~~DOE O 426.2B (MOD 099)	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1C Chg. 2	Real Property Asset Management [In accordance with Section H.87, and Section C.7.1.11]
~~DOE O 433.1B Chg. 1~~ DOE O 433.1C (MOD 099)	Maintenance Management Program for DOE Nuclear Facilities

Directive/Requirement	List B Directive Title
DOE O 435.1 Chg. 2	Radioactive Waste Management
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
DOE M 435.1-1 Chg. 3	Radioactive Waste Management Manual
~~DOE O 436.1~~ ~~DOE O 436.1A (MOD 029)~~ Removed (MOD 059)	~~Departmental Sustainability~~
~~DOE O 437.1~~ ~~DOE O 437.1A (MOD 066)~~ DOE O 437.1B (MOD 099)	Bridge and Tunnel Management
~~DOE O 440.2C Chg. 2~~ DOE O 440.2D (MOD 099)	Aviation Management and Safety
DOE M 441.1-1 Chg. 1	Nuclear Materials Packaging
DOE O 442.1B	Department of Energy Employee Concerns Program
~~DOE O 442.2 Chg. 1~~ Removed (MOD 099)	~~Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health Technical Concerns~~
*DOE P 444.1	Preventing and Responding to all Forms of Violence in the Workplace
*DOE P 450.4A Chg. 1	Integrated Safety Management Policy
*DOE P 451.1	National Environmental Policy Act Compliance Program
*DOE P 454.1 Chg. 1	Use of Institutional Control
~~DOE O 457.1A~~ Removed (MOD 066)	~~Nuclear Counterterrorism~~
DOE O 458.1 Chg. 5 (MOD 090)	Radiation Protection of the Public and the Environment
~~DOE O 460.1D~~ DOE O 460.1D Chg. 1 (MOD 029)	Hazardous Materials Packaging and Transportation Safety
~~DOE O 460.2B (MOD 090)~~ DOE O 460.2C (MOD 099)	Departmental Materials Transportation ~~and Packaging~~ Management
~~DOE M 460.2-1A~~ Removed (MOD 029)	~~Radioactive Material Transportation Practices Manual~~
*DOE P 470.1B	Safeguards and Security Program
~~DOE O 470.3C Chg. 1~~ DOE O 470.3C Chg. 2 (MOD 046)	Design Basis Threat (DBT) Order (Classified)
~~DOE O 470.4B Chg. 2 DOE O 470.4B Chg. 3 (MOD 029)~~ Removed (MOD 099)	~~Safeguards and Security Program~~

Directive/Requirement	List B Directive Title
DOE O 470.5	Insider Threat Program
DOE O 470.6 Chg. 1	Technical Security Program
DOE O 470.7 (MOD 099)	Safeguards and Security Order
~~DOE O 471.1B~~Removed (MOD 099)	~~Identification and Protection of Unclassified Controlled Nuclear Information~~
~~DOE O 471.3 Chg.1~~ Removed (MOD 032)	~~Identifying and Protecting Official Use Only Information~~
~~DOE M 471.3-1 Chg. 1~~ Removed (MOD 032)	~~Manual for Identifying and Protecting Official Use Only Information~~
~~DOE O 471.6 Chg. 3~~ ~~DOE O 471.6 Chg. 4~~ ~~(MOD 029)~~ Removed (MOD 099)	~~Information Security~~
~~DOE O 471.7 (MOD 029)~~ Removed (MOD 099)	~~Controlled Unclassified Information~~
~~DOE O 472.2 Chg. 2~~ DOE O 472.2A (MOD 029)	Personnel Security
~~DOE O 473.1A (MOD 029)~~ Removed (MOD 099)	~~Physical Protection Program~~
~~DOE O 473.2A (MOD 029)~~ Removed (MOD 099)	~~Protective Force Operations~~
~~DOE O 473.3A Chg. 1~~ (MOD 032)	~~Protection Program Operations~~
~~DOE O 474.2 Chg. 4 DOE O 474.2A Chg. 1 (MOD 046)~~ Removed (MOD 099)	~~Nuclear Material Control and Accountability~~
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
*DOE P 481.1	DOE's Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector
~~*DOE P 482.2~~ *DOE P 482.2 Chg. 1 (MOD 046)	Laboratory Technology Transfer Data Collection and Management
~~DOE O 483.1B Chg. 2~~ Removed (MOD 066)	~~DOE Cooperative Research and Development Agreements~~
~~DOE O 484.1 Chg. 4 (MOD 090)~~ DOE O 484.1A (MOD 099)	Reimbursable Work for the Department of Homeland Security
*DOE P 485.1A	Foreign Engagements with DOE National Laboratories

Directive/Requirement	List B Directive Title
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
~~DOE O 520.1B~~ ~~DOE O 520.1B Chg. 1 (MOD 046)~~ ~~DOE O 520.1B Chg. 2 (MOD 066)~~ DOE O 520.1C (MOD 099)	Financial Management and Chief Financial Officer Responsibilities
~~DOE O 522.1A~~ ~~DOE O 522.1A Chg. 1 (Ltd.Chg.) (MOD 066)~~ DOE O 522.1B (MOD 099)	Pricing of Departmental Materials and Services
*DOE P 547.1A	Small Business First Policy
~~DOE O 550.1 Chg. 1~~ DOE O 550.1A (MOD 099)	Official Travel
~~DOE O 5639.8A~~ Removed (MOD 066)	~~Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities~~
~~DOE O 5670.1A~~ Removed (MOD 066)	~~Management and Control of Foreign Intelligence~~
	Site Specific Requirements
DOE/WIPP-02-3122, Rev. 10	Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant
DOE/WIPP-02-3214, Rev. 4	Remote-Handled Waste Characterization Program Implementation Plan (WCPIP)
DOE/EA-1340, Jan. 2001	Environmental Assessment for Conducting Astrophysics and Other Basic Science Experiments at the WIPP Site
DOE/WIPP-20-3526, Rev. 0	Waste Isolation Pilot Plan Biennial Environmental Compliance Report
DP-831, July 29, 2014	Conditions of Discharge Permit
NFPA 70E (2024) (MOD 084)	Standard for Electrical Safety in the Workplace, National Fire Protection Association
NFPA 70 (2023) (MOD 084)	National Electrical Code, National Fire Protection Association

*These Policies set DOE expectations, but there are no requirements

10.0 Attachment J-2: Individual Small Business Subcontracting Plan

Pursuant to and in accordance with FAR Clause 52.219-9 (June 2020), Alternate II (November 2016), the Salado Isolation Mining Contractors (SIMCO) submits this Individual Small Business Subcontracting Plan containing all required elements of individual small business subcontracting plans.

Contractor	Salado Isolation Mining Contractors
Address	12021 Sunset Hills Rd., Suite 600, Reston, VA 20190
Phone	703.429.6140
Date Prepared	July 20, 2021
Solicitation Number	89303320REM000077
Contract	Salado Isolation Mining Contractors
Total Contract Value	<$3B
Period of Performance	TBD

10.1 Introduction

SIMCO developed this Individual Small Business Subcontracting Plan (ISBSP) in accordance with RFP Section I, FAR 52.219-9 (June 2020), Small Business Subcontracting Plan, Alternate II (November 2016) and the SIMCO Contract Final RFP and Amendment instructions. This ISBSP complies with Section H.52 (Attachment J) of Solicitation 89303320REM000077.

SIMCO is a single-purpose operating entity comprised of its member Bechtel National, Inc. (Bechtel), and supported by small business specialty teaming subcontractors Los Alamos Technical Associates, Inc. (LATA) and anticipated Protégé, Deep Isolation, Inc. SIMCO is committed to exceeding the RFP-mandated subcontracted small business (SB) requirements with particular focus on maximizing opportunities for SB in the Carlsbad area of New Mexico and its communities. SIMCO's core values include a commitment to providing meaningful work for the SB community in significant and purposeful aspects of the Waste Isolation Pilot Plant (WIPP) mission. We believe that meaningful SB participation will support project goals, positively affect local and regional communities, and provide a foundation for growth and expansion of service providers to support DOE and the WIPP.

10.1.1 Policy

SIMCO will aggressively support DOE goals by leveraging the resources of its team member and teaming subcontractor parent companies, including contacts, databases, protégés, special SB programs, and experienced personnel. We will seek to award subcontracting opportunities to small business concerns including small businesses, veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), historically underutilized business zone small businesses (HUBZone), small disadvantaged businesses (SDB) (including non-Alaskan Native Corporations [NC] and Indian tribes), women-owned small businesses (WOSB), and AbilityOne participating businesses. This policy further confirms that, unless otherwise approved in advance by the CO, work performed by subcontractors selected after the SIMCO contract and task order awards will be acquired through competitive procurements to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. We will minimize the use of cost-reimbursement, time-and-materials, and labor-hour subcontracts.

We undertake this policy to maximize opportunities for SB concerns to compete for subcontracts with work scopes that fall under the Performance Work Statement and related Task Orders issued under the SIMCO.

10.1.2 Commitment and Approach

SIMCO will provide substantial preference to regional and other New Mexico SB communities and to SBs that may provide leading edge technology solutions that support the WIPP and other DOE site missions Our core values include a commitment to engage local and regional SBs to lower costs and expand best practices and innovations while enabling a diverse, sustainable, and ethical supply chain. This ensures SB participation in significant and complex aspects of work to strengthen the community, enhance performance, and improve schedule execution to achieve the goals of the SIMCO.

Our commitment begins with the inclusion of our SB teaming subcontractor, LATA, and identified SB protégé, Deep Isolation. These SB subcontractors will perform meaningful work scopes as follows:

- LATA, a Northern New Mexico company, delivers relevant expertise in nuclear facility operations and maintenance, process engineering, special nuclear materials handling and disposition, and authorization basis support. LATA has successfully performed complex environmental restoration and waste management projects within every U.S. regulatory region, as a prime contractor to DOE or as an integrated/ critical subcontractor to a prime with defined outcomes. LATA is known for tailoring processes to best address unique site issues and project requirements. LATA provides full lifecycle cleanup services from initial characterization through remedial action and long-term site management, including complex contaminated facility D&D. As a SB teaming subcontractor to SIMCO, LATA will provide resources for the safe, reliable, and compliant contract transition, facility maintenance, and facility operations. LATA will have the opportunity to perform additional work within its areas of expertise, including:
  - Nuclear and operational safety including supporting the implementation and sustainment of a Safety Conscience Work Environment
  - Regulatory compliance
  - Execution of rigorous Quality Program including supporting the execution of the Contractor Assurance System
  - Program Management and Project Controls
  - Engineering
- SIMCO plans to enter into a Mentor Protégé Agreement with Deep Isolation leveraging their experience and capabilities to perform advanced mining and vertical waste repository duties

SIMCO's SB approach is built on the founding principle that SBs should receive a durable benefit from participating in meaningful aspects of the SIMCO. Meaningful work leads to enhanced capabilities that provides a solid experience and performance base and ensures stability for project performance. SIMCO will mentor SBs to help them strengthen their core competencies; improve financial, administrative, and other functions and systems; and qualify them for additional work.

Our approach ensures that, if regional SB concerns are not readily available, our parent companies take action to provide additional assistance to help SBs develop into reliable suppliers. This will enable them to compete for and perform meaningful subcontract work. Our approach implements a variety of tools to locate and use SB entities from all categories and is built on our specific commitment to the following:

- Awarding discrete and meaningful work scope with strong technical contents to SBs (as defined by the SIMCO)
- Dividing large work packages into appropriately sized scopes that are commensurate with SB capabilities
- Meeting or exceeding DOE contractual SB goals
- Fostering local and regional SB development
- Developing mentor-protégé relationships through DOE and Small Business Administration (SBA) Mentor-Protégé Programs (DEAR Subpart 919.70)

For the purposes of this ISBSP, we use the term "subcontract" to mean any agreement (other than one involving an employer- employee relationship) entered into by a government prime contractor or subcontractor that calls for supplies or services required in the performance of the subject prime contract, a contract modification thereto, or a subcontract thereunder.

10.2 Small Business Subcontracting Goals

Per RFP instructions, this ISBSP includes overall goal elements expressed in terms of percentage of total contract dollars (based on $1.259B estimated value of base period line items), in addition to the goals expressed as a percentage of total subcontract dollars. Within this ISBSP, SIMCO establishes the minimum SB subcontracting goals for each SB category, in terms of both percentage and planned subcontracting dollars, based on the scope of work to be executed.

SIMCO is committed to subcontracting a minimum of 20% of the total estimated contract cost, which meets contract requirements. Our approach is based on leveraging the corporate-wide resources of our parent companies, including contacts, information databases, mentor-protégé arrangements, special SB programs, and experienced personnel. Our proposal includes separate SB subcontracting goals that afford SBs the maximum practicable opportunity to participate in performance, consistent our goal of efficient performance.

SIMCO also recognizes the importance of engaging and contracting with AbilityOne participants and non-Alaska Native Corporation Indian Tribes and work dedicate a team member during transition to engage with representative companies who have the skills aligned with meaning work. In developing these SB subcontracting goals, we will ensure compliance with the requirements in RFP, as shown in **Figure 1-2**.

SIMCO's proposed SB subcontracting goals is the percent of total subcontracted work specified the scope of work in compliance with this Plan and the requirements of RFP Clause H.52, Subcontracted Work, and FAR 52.219-9. With this proposal, we submit this Attachment J-2, Individual Small Business Subcontracting Plan, which includes goals, in terms of both percentage and dollars, and as a percentage of total contract value. These goals are based on timely, discrete, and meaningful scopes of work that can be awarded to SB concerns.

10.3 Total Dollars Planned to be Subcontracted by Small Business Category

Using the total dollars planned to be subcontracted of $503,907,692.80 (see Figure 1.2), 50% of which we target for small businesses resulting in a goal of $251,953,846.40 to be subcontracted to small businesses. The total dollars to be subcontracted to small businesses represents 20% of the total estimated contract cost. SIMCO included a statement of total dollars to be subcontracted by SB category as part of this Attachment J-2 Individual Small Business Subcontract Plan.

10.4 Principal Types of SB Supplies and Services to be Subcontracted

We have identified initial discrete and meaningful work scopes for SB concerns across the entire SIMCO Performance Work Statement (PWS), shown in **Figure 1-3**.
We will confirm and expand these scopes during the contract transition and contract performance as needed.

Small Business Category	SB Goals in $$s: Amount subcontracted	SB Goals in % Per amount subcontracted	SB Goals in % Per total contract
Small Businesses (SB) (categories below are subsets within this category)	$251,953,846.40	50%	20.00%
Veteran-Owned Small Business (VOSB)	$ 15,117,230.78	3%	1.20%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$ 15,117,230.78	3%	1.20%
HUBZone	$ 15,117,230.78	3%	1.20%
Small Disadvantaged Business (SDB)	$ 25,195,384.64	5%	2.00%
Woman-Owned Small Business (WOSB)	$ 25,195,384.64	5%	2.00%
Non- Alaskan Native Corporation Indian Tribes	$ 5,039,076.92	1%	0.40%
AbilityOne Program Participants	$ 1,259,769.24	0.25%	0.10%

*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

Figure 1-2. Small Business Goals by Category

Work Scope (by NAICS Code)	Meaningful Work Scope (by PWS Element)
237990-Heavy/civil engineering and construction	C.3 – Transportation and centralized procurement of containers; C.4 – WIPP Operations; C-5 – Projects
569210-Environmental remediation	C.3 – Environmental and transportation monitoring/ mitigation strategies
561210-Facilities support services	C.7 – WIPP Program Support
238910- Site Preparation	C.4. Operations, surveillance, and maintenance
561320-Temporary help services	C.7 – Project Support Performance Requirements; Health and Safety
541690-Scientific and technical consulting	C.2 – Technology validation, demonstration, waste characterization analysis, preservation, and monitoring C.6 – Experimental and Testing Activities
541618 Management Consulting	C.5 – Core Functions C Support Services, Projects
562211-Hazardous waste treatment and disposal	C.2 – Centralized Characterization Project
562998-Miscellaneous waste management services	C.4 – Waste handling operations and maintenance
541620-Environmental consulting	C.7 – WIPP Program Support

Figure 1-3. SIMCO SB Potential Meaningful Work Scopes.

Figure 1-4 presents preliminary comprehensive opportunities, supplies, and services we consider viable as subcontracts under this SIMCO Contract. We will revise the socioeconomic status (SB, VOSB, SDVOSB, HUBZone, SDB, WOSB, Non- Alaskan Native Corporations Indian Tribes [NC], or AbilityOne [AO]) of regional small businesses that provide these supplies and services after award.SIMCO developed the preliminary list of supplies and services to be subcontracted to SB entities through the following:

- Review and evaluation of the SIMCO PWS and our experience performing similar scopes of work
- Analysis of historical data and experience performing similar contracts
- Consideration of local, state, and federal regulations and guidelines
- Analysis of current projects and experience in SB subcontracting at DOE locations

- Knowledge of established small businesses across the U.S.

Additional supplies and services may become necessary with the definition additional scope elements, Task Orders, or capital projects.

SIMCO will update this list as necessary upon each revision and submission of the ISBSP in response to any additional request for proposal. The inclusion of types of scopes will result in enhanced capabilities that provide a solid

NAICS Code	Subcontracted Products/ Services	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	NC	AO
237990	Other Heavy and Civil Engineering Construction	◆			◆	◆	◆		
238910	Site Preparation Contractors	◆				◆	◆	◆	
332312	Fabricated Structural Steel and Waste Containers	◆	◆	◆	◆	◆	◆		
333999	All Other Miscellaneous General-Purpose Manufacturing	◆					◆		
524292	Third Party Administration of Insurance and Pension Funds	◆					◆		
541330/ 541340	Engineering/Drafting Services	◆	◆	◆	◆	◆	◆	◆	
541360	Geophysical Surveying and Mapping Services	◆		◆	◆	◆		◆	
541380	Testing Laboratories	◆			◆	◆			
423830	Industrial Machinery and Equipment Merchant (Safety Equipment)	◆	◆	◆					
541620	Environmental Consulting Services	◆			◆	◆	◆	◆	
561210	Facilities support services	◆	◆	◆	◆	◆	◆	◆	◆
561320	Temporary Help Services	◆	◆	◆	◆	◆		◆	◆
541690	Other Scientific and Technical Consulting Services	◆	◆	◆		◆	◆		
541618	Management Consulting	◆	◆						
561612	Safeguards and Security	◆	◆	◆		◆			
561730	Landscaping Services	◆			◆		◆	◆	◆
562211	Hazardous Waste Treatment and Disposal	◆				◆	◆		
562910	Environmental remediation	◆				◆	◆		
562998	All Other Waste Management Services	◆		◆		◆			
32311	Commercial Printing	◆	◆	◆	◆	◆	◆		◆
424120	Stationery and Office Supplies Merchant Wholesalers	◆	◆	◆	◆	◆	◆	◆	

Figure 1-4. Principle Types of Subcontracting Opportunities for Small Businesses.

experience and performance base and ensure consistent project performance.

We mentor our SB subcontractors to help them strengthen their core competencies; improve financial, administrative, and other functions and systems; and qualify them for additional performance of work and assist SBs in preparing proposals. SIMCO commits to mentoring three proteges throughout the life of the contract and also ensures that, if regional and capable SB concerns are not readily available to perform one of the work scopes identified here, that we provide additional assistance to help develop reliable SB suppliers. This approach enables SB subcontractors to compete for and perform subcontract work on the SIMCO.

We utilize a variety of tools including SAM.gov, SBA.gov, parent company procurement systems, and leverage partnerships with the regional SBA and Procurement Technical Assistance Center (PTAC) organizations, to locate and contract with SB entities across all categories in the local regions, as well as across the state and nationwide. SIMCO also ensures that flowdown requirements for SB subcontracted work do not adversely affect contract cost, schedule, quality of work or safety.

10.5 Method Used to Develop Subcontracting Goals

To establish realistic and meaningful goals for SB subcontracting, SIMCO will consider site historical performance in each category, market research regarding SB performance in subcontracting categories, research into SB outreach opportunities, review of site and parent companies' lists of qualified subcontractors, and our ability to expand the SB supplier list by qualifying additional SBs.

We establish goals and develop types of services to be subcontracted to SB concerns based on:

- Expected funding
- Scope variety and quantities
- Data from SIMCO member companies, including experience with the development and implementation of SB subcontracting programs
- Data about SBs that SIMCO affiliates have used with success at DOE locations
- Historical procurement data
- Anticipated requirements for identified SB scope areas
- Published SB databases with accurate company size, capability, and experience information to support expansion of qualified SB concerns to be considered in future subcontracting opportunities

SIMCO will strive to meet or exceed the SB subcontracting goals in each SB category. During transition, SIMCO evaluate everything that has been being subcontracted, but novate current agreements to ensure work remains unimpacted. SIMCO will then compete all current subcontracts giving preference to New Mexico companies, and evaluate subcontracts to large businesses evaluate the capabilities of SBs that could perform the work. Local knowledge, skills, and resources will provide an advantage while supporting our efforts to meet DOE's SB and subcontracting expectations. For onsite support subcontractors, we will require offerors to submit technical and cost proposals that will maximize the stability of the workforce and ensure continuity in operations.

10.6 Identification of Potential Sources

We continually identify and review potential sources of supplies and services through resources that include the following:

- The SAM.gov website
- New Mexico Small Business Development Centers (NMSBDC)
- The Energy Technology and Environmental Business Association (ETEBA)

- Carlsbad Small Business Development Centers
- Carlsbad Department of Development
- SBA resources
- National Minority Purchasing Council vendor information service
- The Research and Information Division of the Minority Business Development Agency (via the Department of Commerce SDVOSB councils and directories)
- Trade associations for SB, VOSB, SDVOSB, HUBZone, SDB, WOSB, and AbilityOne concerns
- Various local, regional, and national SB trade fairs and conferences (via sponsorship and participation)
- SB organizations, economic development organizations, and commercial and government organizations at the local, state, and national levels (via membership and collaboration)
- Local SBA offices, National Association of Minority Contractors, and National Minority Supplier Development Council sources
- Vendors with successful past performance
- Regional development offices and the local and regional Chambers of Commerce (via efforts to identify new small businesses)
- Parent company approved vendor lists
- DOE Small Business Office
- AbilityOne.gov web resources and vendor lists

10.7 Indirect Costs

Indirect costs are not included in the dollar and percentage subcontracting goals in this SB plan. Because indirect costs have not been included in the allocation of costs to subcontracting, SIMCO has not described a method for estimating indirect costs.

10.8 Administrator of the Subcontracting Program

The SIMCO senior management representative for the SB Plan is:

Name: Ken Harrawood
Title: Program Manager
Address: 12011 Sunset Hills Rd, Reston, VA 20190
Email: keharraw@bechtel.com

The senior management representative, assisted by an appointed SB Program Coordinator, is responsible for the team's subcontracting program, including developing, preparing, and executing subcontracting plans and goals and monitoring performance relative to the requirements of this SB plan. The duties of this representative include:

- Developing and maintaining a bidders list developed from all possible sources for all SB concern categories
- Ensuring periodic update of all categories of potential subcontractors on the bidders list
- Ensuring that procurement packages are structured to maximize participation of all SB concern categories
- Overseeing establishment and maintenance of contract and subcontract award records
- Reviewing solicitations to identify and remove any statements or clauses that may restrict or prohibit participation of any SB concern category
- Reviewing large business subcontracting plans for utilization of all SB concern categories in connection with supply and service subcontract awards that exceed the thresholds specified in FAR 52.219-9 Small Business Subcontracting Plan
- Ensuring proper documentation when selection is not made to a SB concern in any SB category that provided the low bid
- Ensuring establishment and maintenance of records of solicitations and subcontract awards
- Attending or arranging for attendance of company counselors at business opportunity workshops, minority business enterprise seminars, and trade fairs
- Naming a Small Business Program Coordinator

- Overseeing development of mentor programs
- Developing and promoting company policy initiatives that demonstrate our support for awarding subcontracts to all SB concern categories
- Coordinating activities prior to and during federal agency compliance reviews
- Ensuring that SB concerns in each SB category are made aware of subcontracting opportunities and how to prepare responsive bids to SIMCO
- Monitoring our performance at least quarterly and addressing issues that jeopardize achievement of SB plan goals
- Ensuring that SB subcontracting plans are required for large businesses that receive subcontracts that exceed contract-type dollar thresholds, reviewing these plans and monitoring progress to ensure SB goals are achieved, and providing full explanation and justification for any deviations
- Monitoring and, as necessary, modifying procurement procedures to ensure they encourage maximum participation for all SB categories
- Developing a program to educate and train our personnel on how to use SBs and how their involvement can be expanded to meet the mission needs of the SIMCO
- Creating and maintaining a webpage for SB informational purposes
- Establishing and maintaining contact and communication with our parent organizations and networking with other SB program advocates within these organizations to support, implement, and enhance our SB program
- Submitting the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at ***http://www.esrs.gov*** in accordance with the prime contract and instructions provided by the contracting officer

10.9 Equitable Opportunities for Small Business Concerns

We will undertake efforts to ensure that SB, VOSB, SDVOSB, HUBZone, SDB, WOSB, and AbilityOne concerns have an equitable opportunity to compete for and secure subcontracts. The purpose of these efforts will be to provide information and assistance to socioeconomic business categories and individuals who may be interested in becoming subcontractors under the SIMCO. These efforts include outreach efforts to solicit new SB sources (**Section 10.9.1**) and internal efforts to educate SIMCO purchasing personnel (**Section 10.9.2**).

10.9.1 Outreach Efforts to Identify New SB Sources

- Contacting minority and small business trade associations, including national or regional minority business associations
- Contacting economic development organizations, such as regional development offices and regional chambers of commerce
- Attending small and minority business procurement conferences and trade fairs, such as U.S. DOE Small Business Forum & Expo
- Requesting sources from the System for Award Management (SAM) and Dynamic Small Business Search
- Using newspapers and magazine ads to encourage new sources
- Establishing online resources to expand the socioeconomic database for this contract
- Using references, such as books, catalogs, source lists, or other resources, to identify SB concerns in each SB category before acquisitions are placed through buying activities
- Authorizing the SB Program Coordinator to establish relationships between the SB community, internal acquisition personnel, and the customer
- Planning solicitations (including time for preparation and development of Statements

of Work, quantities, specifications, and delivery schedules) to facilitate SB participation in subcontracting opportunities
- Conducting external workshops, seminars, and training programs to ensure SBs are familiar with the requirements for doing business under the SIMCO
- Implementing and maintaining in-reach programs that provide SBs access and exposure to key project planners and managers
- Developing a comprehensive list of past and present SB service providers that includes past performance and is easily accessible to acquisition personnel
- Selecting and qualifying SB concerns to perform specific scopes of work with solid technical content with a performance-based outcome
- Structuring the program to help develop the capabilities and quality of services provided by SB suppliers and subcontractors
- Participating as an exhibitor in the DOE Annual Small Business Conference
- Establishing a relationship with the DOE/ NNSA Supply Chain Management Center (SCMC)
- Training SB concerns on how to use and maximize participation in the SCMC and the NNSA Strategic Sourcing tools, including commodity concepts, reverse auction approaches, and e-Sourcing application processes and how to leverage their data for business planning and improvement
- Assisting regional suppliers to compete for contracts in other markets
- Providing aid in obtaining SBA certifications and Government Services Agency contracts
- Focusing on regional subcontractors providing a 5% pricing preference

10.9.2 Internal Efforts to Educate SIMCO Purchasing Personnel

- Establishing and maintaining "SB First" policy and procedures
- Conducting internal workshops, seminars, and training programs to ensure that internal customers and acquisition personnel are acquainted with the SB plan, policies, and contract requirements
- Establishing, maintaining, and using SB concerns source lists, guides, and other data to solicit subcontracts
- Monitoring activities to achieve continuous improvement in SB subcontracting and verify compliance with the subcontracting plan
- Using Basic Ordering Agreements and IDIQ structures to the maximum extent possible
- Engaging local and regional colleges and universities in research efforts to grow SB resources
- Partnering with Small Business and Minority Business Development Centers
- Working with regional development offices and regional chambers of commerce to attract new small businesses

10.10 Subcontracting Plan Flowdown Clauses

SIMCO agrees to include the requirements of clause FAR 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities. Additionally, we agree to require all subcontractors (except SB concerns) who receive subcontracts in excess of $750,000 ($1,500,000 for construction) to adopt a subcontracting plan that complies with the clause at FAR 52.219-9, Small Business Subcontracting Plan.

10.11 Studies, Surveys, and Reporting Assurances

SIMCO will:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the government can determine the extent of compliance by the offeror with the Subcontracting Plan

- Include subcontracting data for each task order when reporting achievements
- Submit the ISR and the SSR as required, in accordance with paragraph (l) of the FAR clause using the eSRS at ***http://www.esrs.gov***
- Provide ISR and SSR information on subcontract awards to SBs, including ANCs and Indian tribes that are not small businesses and VOSBs, SDVOSBs, HUBZone, and SDBs (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), WOSBs, and AbilityOne participants
- Ensure reporting is in accordance with this clause or as provided in agency regulations
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and the SSR using eSRS
- Provide its prime contract number, its unique entity identifier, and the email address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans to allow subcontractors to enter information into the eSRS when submitting their ISRs
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting ISRs to its subcontractors with subcontracting plans

10.12 Records and Procedures

SIMCO will maintain the following types of records and procedures to demonstrate compliance with the requirements and goals in the subcontracting plan. These records include:

- List of the names of guides and other data to identify vendors not registered in SAM as sources for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns
- Records of organizations contacted during efforts to locate SB, VOSB, SDVOSB, HUBZone, SDB, WOSB, and AbilityOne sources.
- On a contract-by-contract basis, records of each subcontract solicitation resulting in an award of more than $150,000 indicating whether or not SB, VOSB, SDVOSB, SDB, WOSB or AbilityOne concerns were solicited and, if not, why not, and, if applicable, the reason that the award was not made to a small business concern
- Records to support outreach efforts, such as contacts with minority and SB associations and attendance at SB and minority business procurement conferences and trade fairs
- Records to support internal guidance and encouragement provided to buyers through:
  - Workshops, seminars, training programs, and incentive awards
  - Monitoring of subcontract award data, including the name, address, and business size of each subcontractor
- On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size (by NAICS code) of each subcontractor
- Procurement data, which is tracked by an automated system that provides historical data related to each subcontract

To effectively implement this plan to the extent consistent with efficient contract performance, we will perform the following functions:

- Assist SB, VOSB, SDVOSB, HUBZone, SDB, WOSB, and AbilityOne participants by arranging solicitations, quantities, specifications, and delivery schedules to facilitate the participation by such concerns. Where the lists of potential SB subcontractors are excessively long, reasonable effort shall be made to give all such SB concerns an opportunity to compete over the course of the contract period.
- Provide adequate and timely consideration of the potential for using SB, VOSB, SDVOSB,

HUBZone, SDB, WOSB, and AbilityOne concerns in all make-or-buy decisions
- Counsel and discuss subcontracting opportunities with representatives from all SB categories
- Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone by accessing the SAM database or contacting SBA
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, HUBZone, SDB, WOSB, or AbilityOne participants to obtain a subcontract
- For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, we will inform each unsuccessful SB subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the subcontract
- Give preference to regional small businesses for acquisitions exceeding the competitive threshold by adding a 5% adjustment factor to non-local business concerns

10.13 Good Faith Effort Utilizing Small Businesses

We will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns used in preparing the bid or proposal in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. SB concerns used in preparing the bid or proposal include:

- Any small business concern identified as a subcontractor in the bid or proposal or associated small business subcontracting plan to furnish certain supplies or perform a portion of the subcontract
- Any small business concern whose pricing, cost information, or technical expertise was used in preparing the bid or proposal where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work when we are awarded the WIPP Contract and subsequent task orders.

10.14 Performance of Construction Work

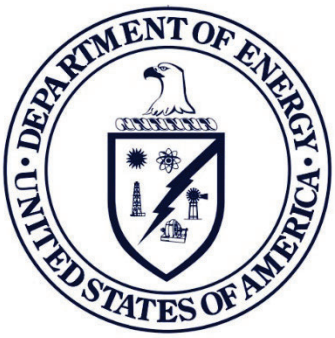
SIMCO will provide the Contracting Officer with a written explanation if SIMCO fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR 52.219-9. The written explanation will be submitted to the Contracting Officer within 30 days of subcontract completion.

10.15 Subcontractor Communication with DOE

SIMCO will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

10.16 Timely Payment to Small Business Subcontractors

SIMCO will pay its SB subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the CO when the prime contractor makes either a reduced or an untimely payment to a SB subcontractor, in accordance with FAR 52.242-5



U.S. DEPARTMENT *of* ENERGY

Office of Environmental Management

Performance Evaluation and Measurement Plan (PEMP)

September 2026

Revision 0

PERFORMANCE EVALUATION AND MEASUREMENT PLAN

FOR

WASTE ISOLATION PILOT PLANT (WIPP)

SALADO ISOLATION MINING CONTRACTORS, LLC (SIMCO)

CONTRACT NO. 89303322DEM000077

PERIOD OF PERFORMANCE

OCTOBER 01, 2026, THROUGH SEPTEMBER 30, 2027

Approved by: Mark E. Bollinger

Digitally signed by Mark E. Bollinger
Date: 2026.08.26 07:29:38 -06'00'

Mark Bollinger, Manager, DOE Carlsbad Field Office — Date
Fee Determining Official

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INTRODUCTION

The purpose of this Performance Evaluation and Measurement Plan (PEMP) is to establish a standard process for development, administration, and coordination of all phases of the fee determination process for cost-plus award fee (CPAF) contracts for the Department of Energy's Office of Environmental Management (referred to "Government" hereafter). This PEMP is designed to motivate and reward excellent performance by utilizing a combination of incentives to encourage Contractor excellence while discouraging Contractor inefficiency and waste. This PEMP will provide the expectations for the evaluation period.

The PEMP is composed of two components: adjectival (referred to "subjective" hereafter) and objective fee. The subjective component is designed to ensure the other contract requirements (i.e., cost, schedule, safety, compliance, business systems, etc.) are not forgotten in the interest of achieving the objective fee component. The Government may evaluate the Contractor on any or all areas of performance within the contract. (See Exhibit 3 for examples) The objective fee also allows the Government flexibility to task its Contractors using a risk-based approach to better define discrete scopes of work with appropriate incentive structures to yield significant reductions in EM's environmental risk and financial liability. The objective fee component should be tied to specific actions within the Contractor's control (i.e., demolition, well installation, excavations, etc.) needed to demonstrate progress toward completion or specific metrics like quantity of waste shipped. Additionally, the Contractor must manage the funds allotted so that costs are incurred for the work executed and the fee earned is within their authorized spending levels per year.

ROLES AND RESPONSIBILITIES

Following are the roles and responsibilities of the federal staff administering the fee provisions of the contract and this PEMP.

ROLE	RESPONSIBILITIES
Fee-Determining Official (FDO)	• Designated Agency Official who reviews the recommendations of the Performance Evaluation Board (PEB) in determining the amount of fee to be earned by the Contractor for each evaluation period. • Determines the final performance fee amount earned for the evaluation period based upon all the information furnished. • Appoints the PEB Chair and Board. • Coordinates with the Contracting Officer's Representative(s) (CORs) and the Contracting Officer (CO) in development of the PEMP, performance monitoring, performance validation, and performance reporting. • Approves the PEMP and any changes to the PEMP, within his/her approval authority. • Reviews PEB recommendations and the Performance Evaluation Report (PER) to determine the final performance fee earned for each evaluation period. • Reviews the Technical Monitor's Performance Based Incentives (PBI) evaluations. • Notifies the Contractor, in writing, of the fee determination, their

ROLE	RESPONSIBILITIES
	strengths, areas for improvement, and future expectations. • Authorizes the CO to make the fee payment.
Contracting Officer (CO)	• Advises in the development and establishment of the PEMP. • Acts as the liaison between the Government and the Contractor. • Ensures that the entire process is conducted according to the requirements in the contract and PEMP. • Submits the PEMP and/or the evaluation criteria for necessary approval and Headquarters (HQ) reviews. • Coordinates major changes to performance expectations and the evaluation criteria. • Notifies the Contractor by contract modification of the approved PEMP and any revisions to the PEMP. • Unilaterally modifies the contract to reflect the FDO's final fee determination for the evaluation period, if applicable. The contract modification, which will reflect earned and unearned fee for the evaluation period.
Contract Officer's Representative (COR) **Alternate COR** **Federal Project Director (FPD)**	• Develops PBIs for inclusion in the PEMP. • Coordinates with the FDO to ensure performance expectations align with EM's annual priorities and Administration goals. • Monitors, evaluates, assesses and validates the Contractor's performance, and provides periodic feedback to the Contractor on their performance. • Performs periodic reviews of the Contractor to evaluate progress towards completion of requirements for PBIs. • Supports the CO and FDO by ensuring that all technical components of the work are closely monitored and that they have the information required to effectively accomplish their duties as defined by this plan. • Focuses on all work scope within the contract in its entirety. The FPD focuses on CAP related work scope. • Functions as the technical interface with the Contractor regarding performance. • Ensures the PER and associated scorecard are completed and submitted to HQ. • Prepares the FDO's letter for signature notifying the Contractor of the amount of performance fee earned by the Contractor, strengths and areas for improvement for the evaluation period. • Reviews the Technical Monitor's PBI evaluations.
Technical Monitors (TMs) **Performance Monitors** **Subject Matter Experts (SMEs)**	• Suggests PBIs for inclusion in the PEMP. • Gathers information, maintains written records, monitors, evaluates, assesses and validates the Contractor's performance against the criteria in the PEMP for their respective sections for both subjective and objective criteria. • Becomes knowledgeable of the contractual requirements and the evaluation process and criteria. • Prepares reports and/or information for the PEB/COR/FPD, as requested.
Performance Evaluation Board	• Comprised of the CO, CORs, ACORs (if COR is unavailable), and Attorney Advisor. The Attorney Advisor is non-voting. The CO and COR

ROLE	RESPONSIBILITIES
(PEB)	are voting members. • Documents the Contractor's performance against the evaluation factors with evidence that will support the PER. • Prepares the annual PER and associated scorecard based on the recommendations of the PEB, and considers any self-evaluations submitted by the Contractor. PER must include the subjective evaluation and objective (PBIs) evaluations, recommendation for fee ratings and percentages. • Reviews performance, monitors, evaluations, and consider the Contractor's self-evaluation report and/or recommendations.

PEMP DEVELOPMENT PROCESS

This PEMP is developed unilaterally by the federal Government team. The Government will collaborate with the Contractor for a mutual understanding of the performance expected in the PEMP while retaining unilateral authority. This collaboration approach will enhance communication, resulting in alignment of expectations and cooperation for achieving the Government's goals and objectives. The Government is ultimately responsible for identifying performance requirements.

The PEMP is composed of (1) a subjective component; (2) an objective fee (PBI) component; and (3) a super-stretch PBI component, if desired. The award fee serves as a tool to measure the Contractor's performance on the contract and provides impetus for continuous improvement. All available fee is at risk to not be earned depending on the Contractor's performance. The Government may evaluate the Contractor on any or all areas of performance within the contract as part of the subjective component. The details on the amount of fee available are identified in Exhibit 1, *Fee Summary*.

The PEMP shall be provided to the Contractor 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 advance, as specified in the contract, the Contractor shall not be evaluated on its performance until one business day after the PEMP is received by the Contractor, unless the contract specifies otherwise.

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 FDO. The Exhibits to this plan describe what the Contractor's performance will be measured against. The fee evaluation criteria and determinations are applicable only to the contract work authorized during the corresponding evaluation period.

Subjective Fee

The Government may evaluate the Contractor on any or all areas of performance within the contract. A significant element of any fee evaluation is the Contractor's demonstrated performance in meeting or exceeding the contract requirements. The Contractor shall accomplish the work in a safe and efficient matter. Subjective criteria are designed to incentivize Contractor

excellence in all areas of the contract. Evaluation of the subjective criteria involves a qualitative assessment of the Contractor's performance. The Contractor is expected to meet *minimum* ("Satisfactory") performance/contract requirement and strive to achieve Contractor Excellence ("Excellent") in the performance of work in all areas. Subjective criteria are further described in Exhibit 2, *Subjective Fee* and Exhibit 3, *Examples of Subjective Fee Evaluation Considerations*. See FAR 16.402 for more information. The subjective fee categories shown below cannot be changed and all the work or areas of improvement will fit into one of the following criteria.

Subjective Criteria
Quality of Products and Services
Schedule
Cost Control
Management (including safety management)
Regulatory Compliance
Small Business

Objective Fee - Performance Based Incentives

PBIs should be robust, align with the EM priorities and agenda, and accelerate the program. PBIs can be developed for different reasons. PBIs can serve to incentivize completion of scope. PBI scope is linked to objectives to enhance performance and improve quality, but not at the expense of minimum acceptable performance in other areas. PBIs are also developed to focus the Contractor on the Government's priorities for better alignment. PBIs are objective performance components that will be evaluated and verified for the applicable performance evaluation period in accordance with the specified completion criteria and due dates.

The FDO shall evaluate the Contractor's completion of PBIs against the pre-determined PBI completion criteria pursuant to FAR Subpart 16.4, *Incentive Contracts*. PBIs shall be tied to specific, measurable outcomes or milestones, with achievement directly correlating to earned fee. The Contractor can earn 100% of the objective fee for completion of the performance measure as specified in completion criteria. The subjective components do not apply to a specific PBI completion; only the specified completion criteria within the PBI are utilized to determine if a PBI has been met. The FDO may consider partial payment of fee for partial completion of identified criteria in any PBI.

Utilizing overtime must be justified by the Contractor and approved in writing by the CO, while maintaining consistency with FAR 52.222-2 as populated in the contract clause. Per FAR 22.104-2, overtime must be necessary to (1) meet essential delivery or performance schedules; (2) make up for delays beyond the control and without the fault or negligence of the Contractor; or (3) eliminate foreseeable extended production bottlenecks that cannot be eliminated in any other way. The Contractor justification must demonstrate how overtime benefits the Government especially for the primary purpose of achieving PBIs. Examples of benefits include, but are not limited to, critical path work that must be accomplished to maintain site completion date; cost savings due to acceleration; to make up time due to unforeseen weather conditions; etc.

PBIs are further described in Exhibit 4, *Performance Based Incentives*.

CHANGES TO PEMP

The PEMP can be changed unilaterally by the Government. Administrative changes include, but are not limited to, editorial clarifications, establishment of the total available fee pool, including valuation of objective and subjective components following contract negotiations or other minor changes not affecting fee criteria or processes. Non-administrative changes may include: reallocation of objective fee to the subjective fee pool for deleted or modified objective incentives; reallocation of subjective fee to the objective fee pool for new objective incentives; and increases or reductions in the total available fee pool; and/or addition or deletion of work scope to the contract.

The PEMP revisions for successive evaluation periods shall be provided to the contractor one business day prior to the beginning of the first and each successive evaluation period, unless the contract specifies otherwise. If the PEMP is not provided to the contractor within the required advance timeframe, performance evaluation shall be deferred until one business day after the contractor receives the PEMP, unless the contract specifies otherwise.

Changes to this PEMP will be documented by modification to the contract. The PEMP will reflect the available fee in Section B. Changes to the allocation of fee during the performance period should not be made to benefit or penalize the Contractor and the total fee amounts should not be modified unless there are increases or decreases to the contract estimated cost and fee amount. At the discretion of the Government, if a PBI is cancelled or modified, any fee associated with that PBI may be allocated to the subjective fee and/or another PBI(s) if done before the end of the performance period. If the PBI has been missed, the unearned fee cannot be reallocated.

EVALUATION PROCESS

Earned Fee Determination

The amount of fee earned by the Contractor is within the sole discretion of the FDO. All available fees are at risk and will be determined by the Contractor's performance. The FDO will consider the Contractor's performance for all contract work throughout the performance period, including work not specifically articulated as a PBI. This broad-based review ensures that satisfactory performance across all contractual obligations within the period of performance contributes to the final fee determination for the subjective component.

Evaluation Periods

Evaluation periods will be in accordance with this PEMP. The first and last evaluation periods of the contract may be shorter or longer than one year to align rating periods with the fiscal year, calendar year, or contract completion. Available fee dollars are fixed by the period of performance as shown in Exhibit 1 of this PEMP but may be adjusted by the CO to align with the total available fee in the contract Section B, if contract modifications are made. A determination of the performance score (percentage) and the associated fee earned for each

evaluation period will be made by the FDO and is final. The process for monitoring, assessing, and evaluating Contractor performance during each evaluation period is described below.

Evaluation Schedule and Contractor Self-Evaluation

The Contractor's performance should be evaluated on a quarterly basis to include the subjective and objective components to support the annual evaluation, unless otherwise specified in the contract. The Contractor may provide any self-evaluation information to be considered in the Government's quarterly performance evaluation to the COR and CO within ten (10) working days following the reporting quarter, to be considered. Informal feedback should be provided to the Contractor on performance on a quarterly basis.

The PEB should provide at least semi-annual feedback, and at other times as is deemed appropriate, to appraise 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 PEMP's evaluation factors.

For the annual evaluation, the Contractor shall furnish a self-assessment report within ten (10) calendar days after the expiration of each evaluation period, unless otherwise specified by the contract. The PEB will not submit its recommendation to the FDO until (1) the Contractor's self-evaluation report has been received and considered; (2) the ten-day period provided for submission of the report has expired. The self-evaluation report should be no more than 10 pages.

After the end of each evaluation period, the PEB will prepare a PER documenting its evaluation. This report shall include recommendations for a subjective rating and score (percentage) to be assigned to the Contractor's performance during the evaluation period. The PER must also address each PBI and how the PBI was met or was not met according to the performance requirements. The PER should also include any considerations given to the Contractor. The PER will not be provided to the Contractor. For any adjectival rating above "Satisfactory," the PER must include explicit examples demonstrating how the Contractor's performance exceeded the contract requirements and yielded clear benefits to the Government. Examples include: innovative approaches, exceptional quality, significant cost savings, or significant efficiencies beyond standard expectations. If applicable, deficiencies, corrective actions and effectiveness assessments must be documented also.

Evaluation Recommendations

The FDO will consider the recommendations from the following sources in determining the rating and percentage: (1) PEB, as provided in the PER; (2) self-evaluations provided by the Contractor; and (3) any other pertinent sources of information, which shall be documented by the FDO, if used. The FDO's determination of the Contractor's performance rating, percentages and PBI completion percentage is final. This determination of performance will be stated in a letter to the Contractor and the Contractor scorecard.

Award Fee Guidelines

Award fee shall not be earned if the Contractor's overall cost, schedule, and technical performance in the aggregate is below "Satisfactory". The PER is the basis for all award fee determinations and must be documented in the contract file to include, at a minimum, a determination that overall cost, schedule and technical performance in the aggregate is or is not at a "Satisfactory" level. The fee determination and the approach for determining the award fee are unilateral decisions made solely at the discretion of the Government.

CIRCUMSTANCES OUTSIDE THE CONTRACTOR'S CONTROL

For any of the subjective fee categories or PBIs, the Contractor may request payment of fee for missed metric/milestone(s) due to actions by the Government impacting Contractor performance or due to circumstances that are not reasonably the responsibility of the Contractor for consideration by the FDO. It is the Contractor's responsibility to furnish sufficient evidence demonstrating the situation is outside the Contractor's control. Failure to properly plan or notify the CO and FDO in a timely manner of issues; poor management of subcontractors; and failure to account for project risks are examples of circumstances that are not outside of the Contractor's control. The Contractor should ensure actions are taken to prevent delays. As an alternative to payment of fee within an annual performance period, the FDO may extend the PBI completion dates and defer decision until the PBI is complete within the identified period of performance. The Government is not obligated to either pay fee or extend the performance period upon request by the Contractor, but may, at the FDO's discretion.

UNEARNED FEE

Fee that is not earned due to nonperformance of the PBI requirements or under the subjective criteria, as set forth in the PEMP, shall not be returned to the fee pool, and shall be forfeited. The use of rollover of unearned award fee is prohibited (FAR 16.402-2(d)).

FEE PAYMENTS

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. Also reference contract Section B.5 Clause, *Provisional Payment of Performance Fee.*

TERMINATION FOR CONVENIENCE

If the contract is terminated for the convenience of the Government, the remaining 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.

EXHIBITS

The following Exhibits are a part of the PEMP:

Exhibit 1 Fee Summary
Exhibit 2 Subjective Fee
Exhibit 3 Examples of Subjective Fee Evaluation Considerations
Exhibit 4 Performance Based Incentives

EXHIBIT 1 – FEE SUMMARY

The Contractor is Salado Isolation Mining Contractors, LLC (herein after referred to as "SIMCO"). The effective date for this PEMP is October 1, 2026, through September 30, 2027. This contract is structured as a Cost-Plus Award Fee (CPAF) contract, utilizing a combination of objective and subjective fee.

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 consistently with contract modifications. The available fee will be split 40% for Subjective and 60% Objective (PBIs).

Objective/PBIs	Fee (%)	Fee ($)
Waste Handling	68.7%	$6,999,402
Hoisting Capability	15.5%	$1,575,899
Mine Safety	2.0%	$200,000
Infrastructure Improvement	10.8%	$1,100,000
IT/Cybersecurity	3.0%	$310,000
Objective Fee Available		**$10,185,301**
Subjective	Fee (%)	Fee ($)
Quality of Products and Services	20%	$1,358,040
Schedule	18%	$1,222,236
Cost Control	25%	$1,697,550
Management (including safety management)	20%	$1,358,040
Regulatory Compliance	15%	$1,018,530
Small Business	2%	$135,804
Subjective Fee Available		**$6,790,200**
Total Fee Available	**100.00%**	**$16,975,501**

EXHIBIT 2 – SUBJECTIVE FEE

Subjective fee criteria differ from objective criteria because they are judgmental. The evaluation process serves as a tool to periodically measure the Contractor's performance on the contract and provides motivation for continuous improvement in areas other than PBIs. Criteria should motivate the Contractor toward excellent performance in the areas rated. See FAR 16.402 for more information.

The Government 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 contract requirements.

This PEMP is the basis for the Government's evaluation of the Contractor's performance, and for presenting an assessment of that performance to the FDO. The Award Fee evaluation criteria and determinations are applicable only to the contract work authorized during the corresponding evaluation period.

Criteria	**Fee Percentage**	**Award Fee Available ($)**
Quality of Products and Services	20%	$1,358,040
Schedule	18%	$1,222,236
Cost Control	25%	$1,697,550
Management (including safety management)	20%	$1,358,040
Regulatory Compliance	15%	$1,018,530
Small Business	2%	$135,804
Total	**100%**	**$6,790,200**

EXHIBIT 3 – EXAMPLES OF SUBJECTIVE FEE EVALUATION CONSIDERATIONS

The Government may evaluate the Contractor on any or all areas of performance. Below are examples of evaluation considerations for each criterion. This list is not exhaustive and only serves as examples.

Quality of Products and Services	**The Contractor will be evaluated on the quality and effectiveness of their contractual deliverables, performance, policies, plans, and procedures governing Contractor activities.** Examples include, but are not limited to: o Maintains effective processes to continuously improve as demonstrated by issue identification, evaluation, and analysis at an appropriate level commensurate with associated risks and hazards; methods demonstrate consideration of extent of condition and development and implementation of effective corrective action. o Produces quality documents that incorporate Technical, Environmental, Safety & Health, Security, and Quality Assurance (QA) requirements. o Delivers products of high quality consistent with applicable requirements. o Delivers services of high quality consistent with the contract and promulgated requirements. o Conforms to contract requirements, specifications and standards of good workmanship. o Meets or exceeds program/project quality objectives such as producibility, reliability, traceability, and maintainability. o Maintains and implements an effective Quality Assurance program, including Nuclear Quality Assurance. o Ensures implementing policies, plans, and procedures are clear and effective. o Implements QA program that effectively tracks assessment results and Non-Conformance Reports/Corrective Action Reports (NCR/CAR), including functional areas: Configuration Management, Training Programs, Conduct of Operations, Maintenance, Design Control, Contractor Assurance Systems (CAS), and Waste Handling. Robust causal analysis and lessons learned implemented for degradations. o Demonstrates the CAS Performance Indicators are improving, and the CAS is effective. o Identifies and resolves issues in a timely manner. o Ensures effectiveness of corrective actions (short term and long term) for non-compliances.

Schedule	**The Contractor will be evaluated on the effectiveness of managing schedules.** Examples include, but are not limited to: o Evaluates schedule performance index (SPI) for both discrete work and level of effort work, combined and individual. o Evaluates schedule variations and consideration of baseline changes. The status of overall and specific program/project performance against the approved baseline; the management and recovery of schedule variance; and the effectiveness of schedule variance mitigation strategies. o Ensures timeliness of completion of deliverables (i.e., regulatory and contract documents), milestones, delivery schedules, baseline and contract submittals (i.e., baseline changes, proposals, etc.) and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). o Adhering to the required delivery schedule should include the Contractor's efforts that contribute to or affect schedule variance. o Addresses significance of scheduled events (e.g., design reviews), discuss causes, and assessment of the effectiveness of Contractor's corrective actions to recover schedule variance. o Ensures critical path(s) are understood and tracked. o Ensures all necessary actions are taken in a timely manner to ensure waste shipments, as applicable. o Ensures timeliness of field implementation related to safety documents such as Technical Safety Requirements and Documented Safety Analysis, including providing sufficient time for review, comment resolution, and revision in advance of document due dates or impacts to work. o Requesting extensions - frequency, magnitude, and justification. o Timely and effective communication (e.g., appropriate information, identification of issues) to the Government (FDO/CO). o Timeliness of completing scheduled Predictive, Preventative and Corrective Maintenance actions to maximize equipment availability. o Timeliness of submitting corrective action plans and implementation of corrective actions. o Timely closure of open NCRs, CARs, and issues that are the responsibility of the Contractor to close. o Timeliness of managing subcontract package reviews within the Procurement Threshold requirements, to include commodity vendors and commodity orders. o Proactive management of the supply chain to prevent or mitigate delays in mission accomplishment or work stoppages. o Timely resolution and closeout of subcontractor Request for Equitable Adjustments (REAs) and Engineering Change Notices (ECNs). o Minimization of deferred maintenance on equipment and systems.

Cost Control	**The Contractor will be evaluated on the effectiveness of managing costs.** Examples include, but are not limited to: o Evaluation of overall cost performance on an annual basis as measured against the current contract value and the approved Contractor Performance Baseline. o Evaluation of the cost performance index (CPI) for both discrete work and level of effort work, combined and individual. o Effectiveness and reliability in forecasting, managing, and controlling contract cost. Identification of cost growth or underruns and proposal of solutions. o Accuracy and reliability of Estimates at Completion and accruals. o Ability to manage cost within the annual funding provided without delaying scope. o Ability to perform tasks in the most cost-effective manner consistent with the approved baseline and effective use of resources. o Development of initiatives that result in tangible savings/avoidance to the Government directly or indirectly during the contract period and/or long-term. o The management of all obligated funds to preclude anti-deficiency. o Accurate project controls, cost estimating, budgeting and cost monitoring that allow for long range planning to control costs. o Development and implementation of cost mitigation strategies to recover cost variances. o Management and tracking of subcontractor costs and accruals. o Maintaining alignment between the contract value and baseline values. o Management of costs and accruals during continuing resolution. o Development of solid and reliable cost estimates.

Management	**The Contractor will be evaluated on the effectiveness of managing programs and projects**. Examples include, but are not limited to: o Evaluation on how programs and projects are managed effectively. o Demonstrate management commitment to site mission by providing experienced, dedicated professionals committed to partnering in safe mission delivery and effectively utilizing corporate reach back. o Effectiveness of senior managers and providing leadership to workforce. o Application of lessons learned from other site Contractors, EM complex Contractors and/or other Government/commercial sites. o Effectiveness of field operations. o Effectiveness of the Contractor Human Resources Management. o Implementation of the Community Commitment Plan, if applicable. o Setting and communicating priorities and a vision for the site that is consistent with the contract and the Government's established mission and vision statements. o Establishing and maintaining operational excellence and a strong safety culture. o Effective Key Personnel management, including performance in selecting, retaining, supporting, and replacing, when necessary, key personnel, and overall ability of the Key Personnel to work together along with individual position performance. o Effective problem identification and resolution (e.g., reasonable and cooperative behavior to include timely identification of issues and responsiveness to customers). o Effective risk management practices, including the identification and management of risks. o Demonstrate effective subcontract management, including award of subcontracts as scheduled, inclusion of all requirements, subcontractor audits, subcontract administration and subcontractor field oversight. Contractor will monitor subcontractor performance to ensure compliance with all requirements including Buy American Act and applicable labor statutes. o Providing a secure, reliable, and efficient Information Technology and Cybersecurity infrastructure along with timely software application development and deployment. o Effective partnering relationships with regulators, stakeholders, and site entities. o Maintaining a positive public relationship. o The responsiveness to reviews, assessments, inspections, and inquiries from external organizations. o Effectiveness of the Safety Management Program ▪ Including Radiological Control, Hazardous Materials, Waste Management, Surveillance & Maintenance, Operational Safety, Conduct of Operations, Nuclear Facility Maintenance, Fire Protection, Emergency Management, etc. ▪ Evaluation of Total Recordable Cases and Days Away, Restricted or Transferred rates against EM goal. o Support safety and reliability through implementation of an effective Conduct of Maintenance Program in accordance with Nuclear Facility Maintenance Management Program. o Evaluation of Safety Basis documentation and events. o Supports all Long-Range Planning and Life Cycle Baseline development, including infrastructure maintenance planning. o Demonstrates the ability to proactively develop and maintain award-ready infrastructure project packages aligned with site needs and funding expectations. o Ensures all business systems are compliant and approved, as required including earned value management, accounting, procurement, etc.

	o Establish and actively maintain Performance Objectives, Measures, and Commitments (POMC) process utilizing key metrics and performance improvement goals to drive continuous performance improvement in alignment with ISMS expectations.
Regulatory Compliance	**The Contractor will be evaluated on the effectiveness of meeting regulatory requirements and commitments.** Examples include, but are not limited to: o Compliance with reporting requirements in the contract terms and conditions. o Compliance with all applicable DOE Orders, Policies, and Standards; Executive Orders; Federal Codes and Regulations; and applicable local, state and federal regulations. o Performance against implementing and maintaining a compliant Cyber Security (including maintaining complete and accurate Plan of Action and Milestones, as applicable), Emergency Management and Safeguards and Security Programs. o Performance against 10 CFR 851 (Worker Safety and Health) requirements. o Performance against other site regulatory requirements (e.g., Agreed Orders, Negotiated Settlements, Toxic Substance Control Act, Federal Facility Compliance Agreement, Federal Facility Agreement, Permits, and Site Management Plan). Includes resolution of regulatory inspection noncompliances from State or Federal regulatory agencies in a timely manner.
Small Business	**The Contractor will be evaluated on the effectiveness of utilization and management of small businesses.** Examples include, but are not limited to: o Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. o Administration and effectiveness of meeting small businesses goals, as specified in the contract.

SUBJECTIVE FEE CATEGORIES OF PERFORMANCE RATING

Evaluation of performance begins at the contract level. If the requirements (cost, schedule and technical) are being met, then the Contractor starts at "Satisfactory". Higher ratings may be achieved if requirements are exceeded and documented. The following subjective ratings will be assigned for subjective criterion (FAR 16.402-2, Table 16-1)

EXCELLENT **91% - 100%**	Contractor has exceeded almost all 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. ▪ *Performance Definition*: Performance is of the highest quality that could be achieved under the contract. ▪ *Deficiencies/Weaknesses*: There are no areas of deficiencies or problems encountered during the evaluation period that impacted the overall level of performance.
VERY GOOD **76% - 90%**	Contractor has exceeded many 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. ▪ *Performance Definition*: Performance is of high quality and approaching the best that could be performed by the Contractor. ▪ *Deficiencies/Weaknesses*: A few minor problems are experienced during the evaluation period without impacting the overall level of performance. Corrective actions have been identified and deemed effective.
GOOD **51% - 75%**	Contractor has exceeded some 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. ▪ *Performance Definition*: Performance is completed much better than the minimum required performance. Areas of deficiency and minor problems are more than offset by areas of good performance. ▪ *Deficiencies/Weakness*: Minor problems are encountered during the evaluation period and identified without impacting the overall level of performance. Corrective actions have been identified and deemed effective.
SATISFACTORY **No greater than 50%**	Contractor 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. ▪ *Performance Definition*: Performance is the minimum required level to meet the contract requirements. ▪ *Deficiencies/Weaknesses:* Problem areas are identified to support the rating. Corrective actions have been identified and deemed effective.
UNSATISFACTORY **0%**	Contractor has failed 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. ▪ *Performance Definition*: Performance does not meet minimum contract requirements. ▪ *Deficiencies/Weakness*: Areas of noncompliance/nonperformance are identified to support the rating.

EXHIBIT 4 - PERFORMANCE BASED INCENTIVES

PBIs should be robust, align with the EM priorities and agenda, and accelerate the program. PBIs can be developed for different reasons. PBIs can serve to incentivize completion of scope. PBIs can be linked to objectives to enhance performance and improve quality. PBIs are also developed to focus the Contractor on the Government's priorities for better alignment. PBI preference is for distinct deliverables that are mission-focused, on critical path, and preferably fieldwork-oriented that advances the mission. PBIs should be aggressive but achievable. Sub-PBIs or Interim PBIs can also be developed to provide additional detail or to ensure progress toward an end state.

PBI NO	PBI TITLE	PBI (60%) Allocation	SUB PBI NO	SUB PBI TITLE	Incentive Fee ($)
1	Waste Handling	$6,999,402	1.A	TRU Waste Emplacement	$6,529,402
			1.B	CPP Commodities SCA and SWB	$140,000
			1.C	HalfPACT Delivery/In-Service	$330,000
2	Hoisting Capability	$1,575,899	2.A	Award CD-3A Long Lead Procurements	$1,339,514
			2.B	Commercial Buildings	$236,385
3	Mine Safety	$200,000	3.A	Underground Check-in, Check-out System Upgrade	$20,000
			3.B	New Bolter	$100,000
			3.C	Underground Refuge/Safe Haven Station	$80,000
4	Infrastructure Improvement	$1,100,000	4.A	Waste Hoist Controls	$300,000
			4.B	Waste Shaft Sump Conveyance and Chairing	$600,000
			4.C	Waste Handling Building CH Cranes	$200,000
5	IT/Cybersecurity	$310,000	5.A	Digital Data Transfer Database for CCP Records	$40,000
			5.B	Zero Trust Architecture (ZTA) Implementation	$100,000
			5.C	Artificial Intelligence Implementation, Integration, and Utilization	$130,000
			5.D	Electronic Information System	$40,000
				TOTAL	**$10,185,301**

Note: The completion dates identified in PBIs 3.B, 3.C, 4.A, and 4.B are based on the annual Long Maintenance period starting in January 2027. There is a high likelihood that the start date for the annual Long Maintenance period will be delayed until April 2027, requiring these dates to be revised accordingly. A firm schedule, along with due dates, will be established prior to issuance of the PEMP to the Contractor.

<table>
<tr><th colspan="2">PERFORMANCE INCENTIVE</th></tr>
<tr><td colspan="2">Section I - General Information</td></tr>
<tr><td>Full Title: TRU Waste Emplacement</td><td>PBI Number: 1.A
Rev: 0
Date: 10/1/2026</td></tr>
<tr><td colspan="2">Section II - Accounting Information</td></tr>
<tr><td>Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established</td><td>Maximum Available Fee Allocated to this Incentive: $6,529,402</td></tr>
<tr><td>Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established</td><td>Work Breakdown Structure (WBS) Element No(s). Not yet established</td></tr>
<tr><td colspan="2">Incentive Information</td></tr>
<tr><td colspan="2">Degree of Difficulty: High ☒ Medium ☐ Low ☐</td></tr>
<tr><td colspan="2">Performance Expectation and Measurement</td></tr>
<tr><td colspan="2">

1. Performance Objective:

The Contractor shall receive 250 total TRU waste shipments during FY27. This PBI supports and accelerates EM's mission to safely dispose of TRU waste, reduces waste inventories at generator sites, advances national cleanup commitments, ties fee earning directly to completed shipment receipt, and increases total shipments by 10 from the baseline. In addition, this PBI incentivizes shipments from LANL and establishes a certification program of TRU waste at Hanford and Pu-ICE from SNL. To be completed by September 30, 2027.

This PBI provides value to the Government by encouraging reliable and sustained WIPP receiving operations that support increased TRU waste disposition above the baseline, mission execution, and national cleanup. The incentives promote proactive planning, site maintenance, schedule readiness, generator-site coordination, and disciplined documentation. This aligns contractor fee earning with safe, compliant, and verifiable mission results.

2. Completion Criteria:

1. The Contractor receives up to 250 total TRU waste shipments during FY27.
2. The Contractor receives and documents eligible LANL shipments during FY27, up to the first 60 LANL shipments.
3. The Contractor shall implement the WIPP certified program, as demonstrated by successfully completing the certification audit and EPA baseline inspection at Hanford for TRU waste.
4. The Contractor shall implement the WIPP certified program, as demonstrated by successfully completing the certification audit and EPA baseline inspection at SNL for Pu-ICE.

3. Completion Documentation:

</td></tr>
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1. All shipments counted toward this incentive are supported by auditable receipt records and occurred no later than September 30, 2027.
2. Shipments counted toward generator-site-specific incentives are clearly traceable to the applicable generator site and shipment category.
3. FY27 shipment receipt log showing all TRU waste shipments received.
4. Sequential shipment count identifying shipments 1 through 250.
5. Documentation identifying shipments 201 through 250 as fee-bearing shipments under this PBI.
6. Generator-site records identifying LANL shipments.
7. Waste receipt records, transportation records, manifests, or equivalent auditable documentation for each counted shipment.
8. Monthly or final summary report showing total shipments received, fee-bearing shipments, LANL shipments.
9. Documentation of successfully passing the waste certification audit and EPA baseline inspection at Hanford for TRU waste and SNL for Pu-ICE.
10. Management certification that shipment counts are accurate, complete, and supported by auditable records.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $10,000 per shipment received numbered 1-200, by September 30, 2027, up to a maximum of $2,000,000.

2. $57,588.04 per shipment received numbered 201- 250, by September 30, 2027, up to a maximum of $2,879,402.

3. $12,500 additional per each of the first 60 LANL shipments received by September 30, 2027, up to a maximum of $750,000.

4. $450,000 for successfully completing and passing the certification audit and EPA baseline inspection at Hanford for TRU waste, by September 30, 2027.

5. $450,000 for successfully completing and passing the certification audit and EPA baseline inspection at SNL for Pu-ICE, by September 30, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Centralized Procurement Program Commodities: Shielded Container Assembly (Bulk) and Standard Waste Boxes	**PBI Number**: 1.B **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $140,000
Project Baseline Summary (PBS)/Work	**Work Breakdown Structure (WBS)**

Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Element No(s).** Not yet established

Incentive Information

Degree of Difficulty: High ☒ Medium ☐ Low ☐

Performance Expectation and Measurement

1. Performance Objective:

The Contractor shall provide technical engineering, contracting and QA services to complete the first lot fabrication and delivery of at least fifteen (15) SCA-55G1's and/or SCA-55G2's, and delivery of two hundred forty (240) Standard Waste Boxes (SWBs) from their Centralized Procurement Program (CPP).

Utilizing the Contractor's bulk SCA order will be a cost savings to the government, over the use of annual small quantity orders, by lowering the per unit fabrication cost due to bulk order efficiencies. Delivery of SWBs will ensure both the WIPP and generator sites shipping requirements are met.

2. Completion Criteria:

1. The Contractor shall deliver two hundred and forty (240) SWBs to designated generator sites (as directed by CBFO) by September 30, 2027.

2. The Contractor shall deliver fifteen (15) SCA-55G1s and/or SCA-55G2's to designated generator sites (as directed by CBFO) by September 30, 2027.

3. Completion Documentation:

Procurement documentation including technical evaluations, cost/price analysis, source selection documents, transportation company manifest, receiving documentation – generator site email notification of receipt and acceptance of SCA(s) and SWBs that demonstrate successful completion of the Performance Objectives. An invoice will be submitted to CBFO with completion documentation, on a "per SCA and per SWB delivery" basis for up to fifteen SCAs and two hundred and forty (240) SWBs.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $291.66 for each SWB that is successfully delivered to a designated generator site (as directed by CBFO) by September 30, 2027, up to a maximum of $70,000.

2. $4,666.66 for each SC-55G1 or SC-55G2 that is successfully delivered to a designated generator site (as directed by CBFO) by September 30, 2027, up to a maximum of $70,000.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: HalfPACT Delivery/In-Service	**PBI Number**: 1.C **Rev:** 0

	Date: 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $330,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall provide technical engineering, contracting and QA services to complete fabrication, assembly, delivery, functional testing, and place in-service at WIPP up to five (5) HalfPACTs.

Additional fabricated HalfPACTs will support EM's goal of accelerating disposal of remote-handled transuranic (RH-TRU) waste operations at WIPP through use of the Shielded Container Assemblies (SCAs) payloads.

2. Completion Criteria:

Delivery to Nuclear Filter Technology-Engineered Products Division (NFT-EPD) in Carlsbad, NM, and successful functional testing of up to five (5) HalfPACTs, by September 30, 2027.

3. Completion Documentation:

Procurement documentation including technical evaluations, cost/price analysis, source selection documents, Holtec milestone invoices/payments, transportation company manifest, documentation/results of successful functional test conducted by NFT-EPD and written acceptance of HalfPACT(s) that demonstrate successful completion of the Performance Objectives. An invoice will be submitted to CBFO with completion documentation, on a "per HalfPACT delivery" basis for up to five (5) HalfPACTs.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $24,000 for each of a total of five (5) HalfPACTs that is successfully delivered to and functionally tested at NFT-EPD in Carlsbad, NM., by September 30, 2027, up to a maximum of $120,000.

2. $42,000 for each of a total of five (5) HalfPACTs that is successfully placed in-service at WIPP, by September 30, 2027, up to a maximum of $210,000.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Hoisting Capability - Award CD-3A Long Lead Procurements	**PBI Number**: 2.A **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $1,339,514
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall award contracts for procurement of the complete Utility Shaft hoist system including the hoist, controls, and head frame and the complete Air Intake Shaft hoist system including the hoist, controls, and head frame, by 12/31/2026.

The HC project and associated infrastructure will provide safe, efficient, and reliable hoisting for mined salt, equipment, and personnel, to allow the WIPP facility to continue to operate more efficiently and safely to meet EM's extended TRU waste disposal mission. As described in recent GAO reports, the aging infrastructure at WIPP is in need of replacement, which includes the hoist which is over 100 years old and will not endure additional lifecycle requirements due to the corrosive mine environment, the Southwestern US environmental conditions, obsolescence, and age. This PBI is the critical path activity that is necessary for project completion.

2. Completion Criteria:

Awarded contracts for the complete Utility Shaft hoist system and the Air Intake Shaft hoist system.

3. Completion Documentation:

Awarded contracts for the complete Utility Shaft hoist system and the Air Intake Shaft hoist system.

Earnings Schedule:

The Contractor shall earn fee as described below:

$1,339,514 will be earned if completed by the indicated date. The available fee will be reduced by 1/60 for each day that the due date is not met, with zero fee being earned if completed 60 or more days after the due date.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Hoisting Capability - Commercial Buildings	**PBI Number**: 2.B **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $236,385
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall complete 90% design and reviews, and award contracts, for all hoisting project commercial buildings (i.e., US hoist house, AIS hoist house, warehouse, covered laydown storage, and admin building) by 3/30/2027.

The HC project and associated infrastructure will provide safe, efficient, and reliable hoisting for mined salt, equipment, and personnel, to allow the WIPP facility to continue to operate more efficiently and safely to meet EM's extended TRU waste disposal mission. As described in recent GAO reports, the aging infrastructure at WIPP is in need of replacement, which includes the hoist which is over 100 years old and will not endure additional lifecycle requirements due to the corrosive mine environment, the Southwestern US environmental conditions, obsolescence, and age. This PBI is the critical path activity that is necessary for project completion.

2. Completion Criteria:

90% design and reviews completed, and awarded contracts, for all hoisting project commercial buildings

3. Completion Documentation:

90% design report and awarded contracts

Earnings Schedule:

The Contractor shall earn fee as described below:

$236,385 will be earned if completed by the indicated date. The available fee will be reduced by 1/60 for each day that the due date is not met, with zero fee being earned if completed 60 or more days after the due date.

PERFORMANCE INCENTIVE

Section I - General Information	
Full Title: Underground Check-in, Check-out System Upgrade	**PBI Number**: 3.A **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $20,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☐ Low ☒	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall complete the changeover, implementation, and operational acceptance of a new (new procurement) underground check-in/check-out system that digitally records employee entry and exit activity. The system will be fully implemented, placed into service, and capable of producing auditable digital records for underground personnel accountability no later than May 30, 2027.

Implementation of an electronic underground check-in, check-out system to replace the current mechanical token accountability system will improve underground personnel safety, accountability, emergency response readiness, and reporting transparency.

2. Completion Criteria:

1. The new underground check-in/check-out system has been procured, installed, configured, and placed into service.
2. The system digitally records underground personnel entry and exit activity.
3. The system provides retrievable digital record keeping for underground personnel accountability, reporting, and historical review.
4. Applicable users have been trained on the system.
5. The system has completed operational acceptance testing.
6. The system is formally accepted for underground use no later than date in performance objective.

3. Completion Documentation:

1. System procurement and installation records.
2. Configuration and implementation of documentation.
3. Operational acceptance test results.
4. Sample digital check-in/check-out reports demonstrating personnel entry/exit tracking and historical record retrieval.
5. Training records for applicable users.
6. Formal acceptance or turnover documentation showing the system has been placed into service.

7. Management certification that the system is operational and meets the completion criteria by date in performance objective.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $2,000 - System procurement, installation, and configuration completed, by March 1, 2027. The available fee will be reduced by 20% per week beyond March 1, 2027.

2. $3,000 - Operational testing completed, and digital record retrieval demonstrated, by May 1, 2027. The available fee will be reduced by 20% per week beyond May 1, 2027.

3. $3,000 - User training completed and system placed into service. The available fee will be reduced by 20% per week beyond May 30, 2027.

4. $12,000 - Final acceptance package submitted and approved. The available fee will be reduced by 20% per week beyond May 30, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: New Bolter	**PBI Number**: 3.B **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $100,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall procure, commission, put into service, and demonstrate successful daily use (workdays) for two weeks a new bolter with a Tier 4 diesel engine and safety features that reduces or eliminates rotating steel hazards, by July 31, 2027.

This new bolter will have the benefits of a Tier4 diesel engine to improve air quality, and other features to reduce or eliminate rotating steel hazards, resulting in less exposure to risk for the workers (increased safety margin), which will improve underground ground-control capability, reduce worker exposure to mechanical and air-quality hazards, support reliable mining operations, and improve equipment availability for mission-critical underground work.

2. Completion Criteria:

Successful daily use (workdays) of a new Bolter for a minimum of two weeks that meets the Performance Objectives.

3. Completion Documentation:

Procurement documentation for the new Bolter, and final performance report on successful demonstration of two weeks (workdays) of daily use. Daily use evidenced by photographs, resource loaded schedule, and bolter hours used.

Earnings Schedule:

The Contractor shall earn fee as described below:

$100,000 will be earned for successful daily use (workdays) of a new Bolter for a minimum of two weeks that meets the Performance Objectives by the identified date. The available fee will be reduced by 20% for each week beyond July 31, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Underground Refuge/Safe Haven Station	**PBI Number**: 3.C **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $80,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall design, install and demonstrate a refuge station near the Shaft 5 area or design and install a means of egress that allows workers to accommodate or egress up to 145 personnel in the event of an underground emergency that meets compliance with MSHA regulations or a variance from such, by April 1, 2027.

Installation of an Underground Refuge/Safe Haven Station enhances underground emergency preparedness, improves worker protection, supports compliance with applicable safety requirements, supports more efficient underground operations by allowing more personnel to safely remain underground during a waste hoist outage, provides an alternative safety measure to aging equipment reliability issues, and reduces operational risk and downtime during underground events or emergencies.

2. Completion Criteria:

Successful demonstration of an Underground Refuge/Safe Haven Station that meets the Performance Objectives.

3. Completion Documentation:

Procurement documentation for the Underground Refuge/Safe Haven Station, and final report of successful demonstration of performance that meets the Performance Objective.

Earnings Schedule:

The Contractor shall earn fee as described below:

$80,000 will be earned for successfully meeting the Performance Objectives by the identified date. The available fee will be reduced by 20% for each week beyond April 1, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Waste Hoist Controls	**PBI Number**: 4.A **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $300,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☒ Medium ☐ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall complete design, procurement, installation, site acceptance testing, commissioning, closeout, and turnover to operations for the Waste Hoist Controls Project within the 183-calender-day planned long maintenance outage window.

This PBI provides value to the Government by ensuring TRU waste shipping can resume from the long maintenance outage and improving Waste Hoist Controls consistent with GAO-25-107333 and GAO-26-107957's focus on aging infrastructure, long-term maintenance planning, and mission risk reduction, while supporting worker safety and health, environmental compliance, and mission continuity.

2. Completion Criteria:

1. Procurement activities necessary to support project execution have been completed.
2. Installation and refurbishment activities necessary to support operational use have been completed.

3. Site acceptance testing and commissioning have been completed with acceptable results.
4. The project has been formally closed out and turned over to operations.

3. Completion Documentation:

1. Procurement records for applicable equipment, materials, and services.
2. Completed or approved Work Control Documents.
3. Installation and refurbishment records.
4. Site acceptance testing and commissioning results.
5. Project closeout documentation.
6. Formal turnover-to-operations or management certification showing the project has been completed and accepted by date in the performance objective.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $30,000 - Design acceptance approved, by January 1, 2027. The available fee will be reduced by 20% per week beyond January 1, 2027.

2. $30,000 - Procurement complete and onsite, by April 1, 2027. The available fee will be reduced by 20% per week beyond April 1, 2027.

3. $240,000 - Complete Waste Hoist Controls (Site acceptance testing, commissioning, and turnover to operations). The available fee will be reduced by 20% per week beyond the 183-calender-day long maintenance outage.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Waste Shaft Sump Conveyance and Chairing Refurbishment Design and Installation	**PBI Number**: 4.B **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $600,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☒ Medium ☐ Low ☐	
Performance Expectation and Measurement	
1. Performance Objective: The Contractor shall complete design, procurement, installation, site acceptance testing, commissioning, closeout, and turnover to operations for the Waste Shaft Sump Conveyance and Chairing Refurbishment Minor Construction Project within the 183-calender-day planned long maintenance outage window.	

This PBI provides value to the Government by ensuring TRU waste shipping can resume from the long maintenance outage and improving waste shaft sump conveyance reliability consistent with GAO-25-107333 and GAO-26-107957's focus on aging infrastructure, long-term maintenance planning, and mission risk reduction, while supporting worker safety and health, environmental compliance, and mission continuity.

2. Completion Criteria:

1. Procurement activities necessary to support project execution have been completed.
2. Installation and refurbishment activities necessary to support operational use have been completed.
3. Site acceptance testing and commissioning have been completed with acceptable results.
4. The project has been formally closed out and turned over to operations.

3. Completion Documentation:

1. Procurement records for applicable equipment, materials, and services.
2. Completed or approved Work Control Documents.
3. Installation and refurbishment records.
4. Site acceptance testing and commissioning results.
5. Formal turnover-to-operations documentation or management certification showing the project has been completed and accepted by the date in performance objective.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $60,000 - Design acceptance approved, by January 1, 2027. The available fee will be reduced by 20% per week beyond January 1, 2027.

2. $60,000 - Procurement complete and onsite, by April 1, 2027. The available fee will be reduced by 20% per week beyond April 1, 2027.

3. $480,000 - Complete Waste Shaft Sump Conveyance and Chairing Refurbishment project (Site acceptance testing, commissioning, and project closeout and turnover to operations). The available fee will be reduced by 20% per week beyond the 183-calender-day long maintenance outage.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Waste Handling Building CH Cranes	**PBI Number**: 4.C **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $200,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control	**Work Breakdown Structure (WBS) Element No(s).** Not yet established

Document No. Not yet established

Incentive Information

Degree of Difficulty: High ☐ Medium ☒ Low ☐

Performance Expectation and Measurement

1. Performance Objective:

The Contractor shall complete design, procurement, installation, site acceptance testing, commissioning, closeout, and turnover to operations for the Waste Handling Building CH Cranes within the 183-calender-day planned long maintenance outage window.

This PBI provides value to the Government by ensuring TRU waste shipping can resume following the long maintenance outage and upgrading Waste Handling Building CH Cranes (4 cranes) consistent with GAO-25-107333 and GAO-26-107957's focus on aging infrastructure, long-term maintenance planning, and mission risk reduction, while supporting worker safety and health, environmental compliance, and mission continuity.

2. Completion Criteria:

1. Procurement activities necessary to support project execution have been completed.
2. Installation and refurbishment activities necessary to support operational use have been completed.
3. Site acceptance testing and commissioning have been completed with acceptable results.
4. The project has been formally closed out and turned over to operations.

3. Completion Documentation:

1. Procurement records for applicable equipment, materials, and services.
2. Completed or approved Work Control Documents.
3. Installation and refurbishment records.
4. Site acceptance testing and commissioning results.
5. Formal turnover-to-operations documentation or management certification showing the project has been completed and accepted by date in the performance objective.

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $20,000 - Design acceptance approved, by January 1, 2027. The available fee will be reduced by 20% per week beyond January 1, 2027.

2. $20,000 - Procurement complete and onsite, by April 1, 2027. The available fee will be reduced by 20% per week beyond April 1, 2027.

3. $160,000 - Waste Handling Building CH Cranes (Site acceptance testing, commissioning, and project closeout and turnover to operations). The available fee will be reduced by 20% per week beyond the 183-calender-day long maintenance outage.

PERFORMANCE INCENTIVE

Section I - General Information

Full Title: Digital Data Transfer Database for CCP Records	**PBI Number**: 5.A **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $40,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall develop a digital data transfer database for Central Characterization Program (CCP) records to establish the capability of electronically capturing and transmitting characterization/certification data from CCP field activities to CCP project office and provide full read access to the Carlsbad Field Office (CBFO) Office of the National TRU Program Waste Certification and Disposal (ONTPWCD), by September 1, 2027.

This PBI is the first phase of a multi-year project that will eliminate human error and increase the efficiency of TRU waste characterization/certification by moving from a hand recorded, hard copy paper record keeping process to a digital transfer of the records. This PBI provides value to the Government by reducing operational time and cost through elimination of human error in record keeping by going from a manual data transfer process to a digital one, which supports the CBFO mission to safely, compliantly, and efficiently dispose of defense-related TRU waste.

The second phase of this project will involve making the digital data transfer database accessible through a site portal on WIPPnet from the field using desktops, laptops, and tablets at each of the TRU waste generator sites across the U.S. The second phase of the project is not achievable in FY2027 due to challenges in cyber security and safeguards of information to transfer data across the various firewalls at the TRU waste generator sites and CBFO/WIPP. Therefore, the second phase is projected to be incentivized in FY28 or later, depending on the scope, difficulty and breadth of the second phase of the project.

2. Completion Criteria:

The Contractor successfully develops and demonstrates a digital data transfer database for CCP records that has the capability of electronically capturing and transmitting characterization/certification data from CCP field activities to CCP project office and provides full read access to CBFO-ONTPWCD, by September 1, 2027.

3. Completion Documentation:

Successful demonstration of a digital data transfer database for CCP records that has the capability of electronically capturing and transmitting characterization/certification data from CCP field activities to CCP project office and provides full read access to CBFO-ONTPWCD, by September 1, 2027.

Earnings Schedule:

The Contractor shall earn fee as described below:

$40,000 will be earned for successfully developing and demonstrating a digital data transfer database for CCP records that has the capability of electronically capturing and transmitting characterization/certification data from CCP field activities to CCP project office and provides full read access to CBFO-ONTPWCD, by September 1, 2027. The available fee will be reduced by 25% per week beyond September 1, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Zero Trust Architecture (ZTA) Implementation	**PBI Number**: 5.B **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $100,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall transition the WIPP systems security posture and infrastructure from a legacy network-perimeter defense model to a comprehensive Zero Trust Architecture (ZTA). This transition must ensure that no user, device, application, or service is implicitly trusted by default, and that every access request is explicitly authenticated, authorized, and continuously validated prior to being granted access, by September 1, 2027.

This PBI gets WIPP into regulatory compliance and increases security. Drivers to meet these incentives are President Trump's *Cyber Strategy for America*, Executive Order 14028, *Improving the Nation's Cybersecurity*, and the Office of Management and Budget Memorandum M-22-09, *Moving the U.S. Government Toward Zero Trust Cybersecurity Principles*.

2. Completion Criteria:

Network Segmentation & Micro-segmentation implementation

- Implement micro-segmentation and software-defined networking
- Create network architectures that adhere to ZTA principles

Privileged Access Management (PAM)
- Implement comprehensive PAM solution to secure, control, and monitor all privileged access across the organization
- Enforce principles of least privilege
- Incorporation of just-in-time (JIT) access
- Managing and rotating privileged credentials and access
- Continuous active monitoring and auditing of privileged sessions

3. Completion Documentation:

- Configuration and change management documentation
- System and application logs verified to be adhering to ZTA principles

Earnings Schedule:

The Contractor shall earn fee as described below:

$100,000 will be earned for the completion and successful demonstration of implementing and fully maturing ZTA infrastructure and configurations by September 1, 2027. The available fee will be reduced by 25% per week beyond September 1, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Artificial Intelligence Implementation, Integration, and Utilization	**PBI Number**: 5.C **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $130,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	

1. Performance Objective:

The Contractor shall design, deploy, monitorization, and govern the in-house developed Artificial Intelligence (AI) and Machine Learning (ML) platforms to increase business process efficiencies, generate insights, produce predictions based on data collection, business intelligence, and/or provides prescriptive recommendations that lead to data informed decisions.

This PBI gets WIPP into regulatory compliance and increases operational efficiency. Drivers to meet these incentives are Office of Management and Budget Memorandum M-25-21,

Accelerating Federal Use of AI through Innovation, Governance, and Public Trust and June 2, 2026, Executive Order, *Promoting Advanced Artificial Intelligence Innovation and Security*.

2. Completion Criteria:

1. Identify capabilities of AI
2. Present use cases to management for review
3. Integrate the in-house AI system with internal data sources
4. Completed proof-of-concept testing and capabilities

3. Completion Documentation:

1. Proposed use cases
2. Demonstration of capability
3. Summary documentation of AI integration project

Earnings Schedule:

The Contractor shall earn fee as described below:

1. $30,000 will be earned for Presentation for use cases of AI to CBFO by December 31, 2026. The available fee will be reduced by 25% per week beyond December 31, 2026.

2. $100,000 will be earned for successful implementation, demonstration of capabilities, and approval by CBFO, by September 1, 2027. The available fee will be reduced by 25% per week beyond September 1, 2027.

PERFORMANCE INCENTIVE	
Section I - General Information	
Full Title: Integration of electronic records from Electronic Information System (EIS) to Electronic Document and Records Management System (EDRMS).	**PBI Number**: 5.D **Rev:** 0 **Date:** 10/1/2026
Section II - Accounting Information	
Budgeted Cost of Work Scheduled (BCWS) under this Incentive: Not yet established	**Maximum Available Fee Allocated to this Incentive:** $40,000
Project Baseline Summary (PBS)/Work Authorization (WA) (Directive) (D)/Program Control Document No. Not yet established	**Work Breakdown Structure (WBS) Element No(s).** Not yet established
Incentive Information	
Degree of Difficulty: High ☐ Medium ☒ Low ☐	
Performance Expectation and Measurement	
1. Performance Objective:	

Identify a candidate Electronic Information System (EIS) that is currently either 1) producing paper records or 2) requires manual transfer of electronic records to the Electronic Document and Records Management System (EDRMS), by September 1, 2027.

This PBI gets WIPP into regulatory compliance and increases operational efficiency. Achieving a fully automated, born-digital ingest process directly supports compliance with OMB/NARA Memorandums M-19-21, Transition to Electronic Records and M-23-07, Update to Transition to Electronic Records. Additionally, by automatically routing records from an EIS into an ERMS, the risk of information being lost during system decommissioning is eliminated. Finally, the automation of this process frees records management personnel and IT staff from performing tedious, manual data-entry and transfer tasks, allowing them to focus on higher-value activities like governance, compliance auditing, and security.

2. Completion Criteria:
By September 1, 2027, develop and deploy, an automated, direct system-to-system integration between the EIS and the EDRMS, demonstrating that records remain born-digital throughout their lifecycle and successfully transfer to the EDRMS.

3. Completion Documentation:
Deliver a System Validation Report demonstrating that records remain born-digital throughout their lifecycle and successfully transfer to the EDRMS.

Earnings Schedule:

The Contractor shall earn fee as described below:

> $40,000 will be earned for successfully meeting the Performance Objectives by the identified date. The available fee will be reduced by 25% for each week beyond September 1, 2027.

PBI Certification of Completion:

The certificate of completion (see below) for PBI(s) shall include supporting documentation specified in the PBI(s) such as acceptance/test reports, shipping manifest or other proof of completion, along with the amount of fee being requested. The *Certification of Completion* shall be delivered to the Government for each PBI or multiple PBSs with the Contractor's self-assessment for each PBI. If multiple PBIs, then each one shall be identified. If the Contractor determines that the *Certificate of Completion* submitted is incomplete or requires an update, the Contractor shall immediately notify the Government 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 _____

ATTACHMENT J-4: SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement entered into this, _____day of _____, _____, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and _____, a corporation/legal entity existing under the laws of the State of _____(hereinafter referred to as the Contractor) and _____, a financial institution corporation existing under the laws of the State of

_____, located at _____

(Hereinafter referred to as the Financial Institution).

RECITALS

(a) On the effective date of _____, _____, _____, DOE and the Contractor entered into Agreement(s) No. _____, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury approved Government deposit insurance organizations that are identified in I TFM 6-9000.

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

(c) The special demand deposit account shall be designated [name of Contractor] [account title] account.

COVENANTS

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

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE,

the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. The Financial Institution shall preserve such financial records for a period of 6 years after the final payment under the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

   [Name of office]

   [Street address]

   [City]

   [State and Zip Code]

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

   The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation No. DE-SOL0002555. The Financial Institution agrees that per-item costs, detailed in the form “Schedule of Financial Institution Processing Charges,” contained in the Financial Institution’s aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of _____ years, beginning on the _____day of _____, _____, and ending on the day of _____, _____.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.

10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)

2. Termination of Agreement (Covenant 8 and 9)

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of _____ pages, including the signature pages, to be executed as of the day and year first above written.

_____ By _____
Date Signed (Typed Name of Contractor Officer)

_____
(Signature of Contracting Officer)

WITNESS

_____
(Typed Name of Witness)

_____
(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(Name of Witness)

_____
(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(Name of Contractor)

By _____
(Name of Contractor's Representative)

_____
(Signature of Contractor's Representative)

_____
(Title)

_____
(Address)

_____
(Date Signed)

_____
(Name of Financial Institution)

_____
(Name of Financial Institution Representative)

_____
(Signature of Financial Institution Representative)

_____
(Title)

_____
(Address)

_____
(Date Signed)

NOTE

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

CERTIFICATE

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

_____

(Corporate Seal) (Signature)

NOTE

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

CERTIFICATE

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

_____

(Corporate Seal) (Signature)

CERTIFICATE

I, _____, certify that I am the _____of corporation named as Contractor herein; that_____, who signed this Special Bank Account Agreement on behalf of the Contractor, was then _____of said corporation; and that said Special Bank Account Agreement was duly signed for in behalf of said corporation by authority of its governing body and is within the scope of its corporation powers.

_____

(Corporate Seal) (Signature)

CERTIFICATE

I, _____, certify that I am the

_____of the corporation named as the Financial Institution herein; that _____, who signed this Agreement on behalf of the Financial Institution, was then _____of said Bank; and that said Special Bank Account Agreement was duly signed for and in behalf of said Bank by authority of its governing body and is within the scope of its corporate powers.

_____

(Corporate Seal) (Signature)

Attachment L-1: Performance Guarantee Agreement

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract Solicitation No. 89303320REM000077 for the (Contract) dated August 3, 2021, by and between the Government and Tularosa Basin Range Services, LLC d/b/a Salado Isolation Mining Contractors (Contractor), the undersigned, Bechtel National, Inc (Guarantor), a corporation incorporated in the State of Nevada with its principal place of business 12011 Sunset Hills Rd, Suite 110, Reston, VA 20190, and Contractor's sole member, hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

June 17, 2022
Date

Bechtel National, Inc.
Name of Corporation

[redacted]

Dena Volovar, President

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

[redacted]

James Robert Humphries, Secretary

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal



ATTACHMENT J-6: CONTRACT DELIVERABLES LISTS

(MODs 14, 32, 39, 46, 58, 59, 66, 72, 78, 84, 90,94)

The following list(s) of Contract Deliverables summarizes the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), along with the date/timeframe the Contractor is required to submit, and the type of action DOE will perform. Additional Contract deliverables unique to each task may be required. Any omissions from these listings do not affect the Contractor's obligation to submit required deliverables pursuant to the Contract.

The Contractor shall allow at least 30 calendar days (unless otherwise specified in the deliverable) for review/comments/approval through DOE at each level (e.g., CBFO, HQ, etc.). Longer review times may be necessary.

Regarding transition deliverables, the Contractor shall identify all programs and procedures requiring DOE approval or concurrence during the transition period in its Blue-Sheeting Strategy. Transition deliverables shall be submitted expeditiously to allow sufficient time for DOE review. DOE will expedite review of these deliverables when possible.

Table J-6, *Contract Deliverables List*, provides a listing of Contract deliverables, including those required to be submitted during the transition period. The list is not all-inclusive and does not include situational deliverables. The Contractor is obligated to meet all requirements of this Contract and those included in any Task Orders that may be issued, even if not specifically listed herein.

The DOE actions are defined as follows:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments or approve as submitted. If necessary, the Contractor shall revise the document to incorporate mandatory DOE comments and resubmit for DOE approval. Upon approval by DOE, the deliverable shall be placed under change control with changes requiring DOE approval. It is not intended that editorial changes or corrections that do not alter commitments would require new DOE approval.

- Information – The Contractor shall provide the deliverable for information purposes only. DOE will review the information and may provide comments.

Table J-6, *Contract Deliverables List*

Note: If the Deliverable date falls on a Holiday or a Weekend day, the Deliverables shall be received on the next business day, except for those Deliverables that are critical to be delivered on the identified date.

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
*1	C.1.0	C.1.0	Transition Plan	Approve	CO	Once	Within 7 days of Notice to Proceed
*2	C.1.0	C.1.0	Public Release Statement	Information	COR	Once	Within 72 hours of Notice to Proceed
*3	C.7.1.1.2	C.1.0	Notification of readiness to assume PMB development activities	Approve	CO	Once	Within 30 days of Notice to Proceed

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
*4	C.1.0	C.1.0	Transition Weekly Status Reports	Information	COR	Weekly	Beginning 7 days after Notice to Proceed, then weekly thereafter during transition period
*5	C.1.0	C.1.0	Blue-Sheeting Strategy	Approve	CO	Once	Within 10 days of Notice to Proceed
*6	C.1.0	C.1.0	Certification of plans and procedures process and acceptance of document ownership	Information	CO	Once	Within 45 days of Notice to Proceed
*7	C.1.0	C.1.0	Declaration of Readiness	Approve	CBFO Manager	Once	Within 75 days of Notice to Proceed
**8	C.2.3	C.2.3	Revisions to DOE/WIPP-09-3472, WDS User Manual (MOD 39)	Approve	CO	Once, then as revisions are made	Within 30 days of Notice to Proceed
**9	Section J-7	C.2.3	Interface Management Agreements	Information	CO	Once, then as revisions are made	Prior to Declaration of Readiness
10	DOE/CBFO-98-3103	C.3.1	8-Week Rolling Schedule	Approve	COR	Weekly, By Thursday COB	Every Thursday, via email and changes, as needed
11	DOE Request	C.3.1	Shipment Delay Logs	Information	NOD	Monthly	5th of each Month
12	10 CFR Part 71	C.3.2	Deferred NRC Type B packaging maintenance list	Information	NOD	Monthly	End of Month
13	Type B Certificate of Compliance	C.3.2	12-month Schedule of Maintenance and Repair Activities for Type B Packaging	Information	NOD	Monthly	End of Month
**14	DOE O 422.1	C.4	Conduct of Operations Program	Approve	CBFO Manager	Triennially	30 days after Notice to Proceed, then at least every 3 years thereafter, unless CO requests early submittal

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
**15	DOE O 420.1	C.4	Baseline Needs Assessment (BNA) for Fire Protection and Emergency Preparedness	Approve	CBFO Manager	At least Triennially	Within 30 days after Notice to Proceed then at least triennially thereafter, or whenever a significant new hazard that is not covered by the current BNA is introduced
16	~~C.4~~ C.5.2, C.7.1.11.1 and H.87 (MOD 84)	~~C.4~~ C.5.2, C.7.1.11.1 and H.87	Quarterly maintenance reports in FIMS	Information	SOID	Quarterly	End of Quarter
17	~~C.4~~ C.5.2, C.7.1.11.1 and H.87 (MOD 84)	~~C.4~~ C.5.2, C.7.1.11.1 and H.87	Integrated Facility and Infrastructure Quarterly Report	Information	SOID	Quarterly	End of Quarter
18	DOE O 413.3 and the EM Project Management Policy and Protocol	C.7.1.1	Project Management Plan	Approve	CBFO Manager	Once, then as revisions are made	Within 120 days after Notice to Proceed
19	DOE-H-2024	C.7.1.1.1	Earned Value Management System Description	Approval (MOD 32)	SOID	Once, then as revisions are made	Within 120 days of Notice to Proceed
20	DOE O 413.3 EM Project Management and Protocol H.42	C.7.1.1.2	Performance Measurement Baseline of Cost, Scope, and Schedule	Approve	CO	Once, then as revisions are made pursuant to Change Control	As noted in 20(a) through 20(d)
20 (a)	DOE O 413.3 EM Project Management and Protocol H.42	C.7.1.1.2	Detailed PMB for all operations activities for 4-year Base Period	Approve	CO		5/8/2023
20 (b)	DOE O 413.3 EM Project Management and Protocol H.42	C.7.1.1.2	Detailed PMB for all projects (CAP, GPPs, and other) for 4-year Base Period	Approve	CO		6/22/2023
~~20 (c)~~	~~DOE O 413.3 EM Project Management and Protocol H.42~~ (MOD 72)	~~C.7.1.1.2~~	~~PMB Planning packages for all WIPP M&O contract scope for remainder of 10-year contract POP~~	~~Approve~~	~~CO~~		~~9/30/2023~~
~~20 (d)~~	~~DOE O 413.3 EM Project Management and Protocol H.42~~ (MOD 72)	~~C.7.1.1.2~~	~~Detailed complete PMB for all WIPP M&O contract scope including the remainder of the 10-year POP~~	~~Approve~~	~~CO~~		~~2/28/2024~~

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
21	DOE O 413.3	C.7.1.1.2	Fiscal Year Work Plans (to include Annual PMB for both M&O and MCP) (MOD 72)	Approve	CO	Annually	8/31
22		C.7.1.2.1	Monthly Performance Report	Information	COR	Monthly	No later than the 15th of each month, representing the prior month's performance
23	DOE O 413.3	C.7.1.5	Risk Management Plan	Approve	COR	Once, then as revisions are made	Within 120 days of Notice to Proceed
24	DOE O 205.1	C.7.1.6.1	Cyber Security Program Plan (CSPP)	Approve	IT System Authorizing Official (AO)	Once, then as revisions are made	Within 120 days of Notice to Proceed
**25	DOE P 205.1 and DOE O 206.1	C.7.1.6.1	Incident Response and Cyber Security Contingency Plan	Approve	IT System Authorizing Official (AO)	Once, then as revisions are made	Within 30 days of Notice to Proceed
**26	DOE P 205.1	C.7.1.6.3	System Security Plan (SSP)	Approve	IT System Authorizing Official (AO)	Once, then as revisions are made	Within 30 days of Notice to Proceed
**27	DOE O 206.1	C.7.1.6.7	Annual Privacy Training	Approve	COR	Annual	Within 30 days of Notice to Proceed and annually thereafter
**28	DOE O 206.1	C.7.1.6.7	Draft Privacy Needs Assessments / Privacy Impact Assessments	Approve	COR	Once, then as revisions needed for subsequent revisions	Within 30 days of Notice to Proceed
**29	Section H, Records Management	C.7.1.7	Records Management Plan	Approve	CO	Once, then as revisions are made	Within 60 days of Notice to Proceed
30	Section H, Records Management	C.7.1.7	Records Disposition Plan	Approve	CO	Once, then as revisions are made	Within 6 months of Notice to Proceed: Annually by 4/30 thereafter if changes made
31	Government Publishing Office (GPO)	C.7.1.7	Commercial Printing Report	Information	Government Information Specialist (RMFO)	Semi-Annual	4/30, 10/31
32	GPO	C.7.1.7	The Printing and Publishing of the 3-year Site Plan	Information	Government Information Specialist (RMFO)	Annually	~~10/31~~ Within 7 days of receipt of the data call (MOD 39)

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
33	DOE O 243.1, 36 CFR 1236, Section H, Records Management	C.7.1.7	Essential (formerly "Vital") Records Program and Inventory	Approve	Government Information Specialist (RMFO)	Annually	Within 6 months of Notice to Proceed: Annually by 7/31 thereafter
34	Section H, *Records Management*	C.7.1.7	Electronic Information Systems (EIS) Inventory	Approve	Government Information Specialist (RMFO)	Annually	Within 6 months of Notice to Proceed: Annually by 10/31 thereafter
35	DOE O 243.1; Section H, *Records Management*	C.7.1.7	Site-wide File Plan	Approve	Government Information Specialist (RMFO)	Annually	Within 6 months of Notice to Proceed: Annually by 4/30 thereafter
36	Section H, *Privacy Act Systems of Record*	C.7.1.7	Privacy Act System of Record Review	Approve	Government Information Specialist (RMFO)	Annually, review list and notify CO, in writing, that the list is accurate and up to date, or provide revision	Within 6 months of Notice to Proceed: Annually by 7/31 thereafter
37	Section H, DOE-H-2045 Contractor Community Commitment	C.7.1.8	Annual Community Commitment Plan	Information	OBO	Annually	~~10/31~~ 1/15 (MOD 84)
38	Section H, DOE-H-2045 Contractor Community Commitment	C.7.1.8	Progress reports on Community Commitment Plan progress	Information	OBO	Semi-Annually	~~4/30, 10/31~~ 7/15, 1/15 (MOD 84)
39	C.7.1.10.1	C.7.1.10.1	Phase-out Transition Plan	Approve	CO	Once	60 days prior to end of contract period of performance
40	C.7.1.10.2	C.7.1.10.2	Closeout Plan	Approve	CO	Once	60 days prior to end of contract period of performance
41	~~DEAR 970.5245~~ RESERVED (MOD 66)	~~C.7.1.11~~	~~Vehicle Usage Report to CBFO~~	~~Information~~	~~Personal Property Manager~~	~~Annual~~	~~11/30~~
42	~~I.142~~ RESERVED (MOD 66)	~~C.7.1.11~~	~~Property Management System (including Plans, Systems, Procedures)~~	~~Approve~~	~~CO~~	~~Once, then annually~~	~~Within 135 days of Notice to Proceed~~
43	I.142	C.7.1.11	Report of Physical Inventory	~~Approve~~ Information (MOD 094)	COR	Annual	9/30

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
**44	Section H, DOE-H-2027 Contractor Property Management Systems Administration I.142 DOE O 203.1	~~C.7.1.11.1~~ C.7.1.11.2 (MOD 66)	Contractor Property Management System	Approve	~~COR~~ COR/DOE Property Manager	Once, then as revisions are made	Within 60 days of Notice to Proceed
~~45~~	~~DOE Request~~ RESERVED (MOD 84)	~~C.7.1.11.1~~	~~Facility Information Management System (FIMS) Reconciliation with STARS (MOD 32)~~	~~Information~~	~~SOID~~	~~Annual~~	~~9/30~~
~~46~~	~~DOE Request~~ RESERVED (MOD 84)	~~C.7.1.11.1~~	~~FIMS Annual Reports~~	~~Information~~	~~SOID~~	~~Annual~~	~~9/30~~
47	DOE O 430.1	C.7.1.11.1(6)	Real Property Planning Document in Five (5) Year Site Plan	Approve	CO	Annual	9/30
48	~~DOE O 433.1~~ RESERVED (MOD 66)	~~C.7.1.11.2~~	~~List of GFE maintenance affected by shipping schedule, budget, or funding constraints~~ (MOD 32)	~~Approve~~	~~COR~~	~~Annual~~	~~9/30~~
49	I.172 DOE G 580.1-1a	C.7.1.11.3	Personal Property Furnished to Non-Federal Recipients Report to CBFO	Information	Personal Property Manager	Annual, Data Call	10/31
50	DEAR 970.5245	~~C.7.1.11.5~~ C.7.1.11.4 (MOD 66)	GSA Vehicle Use	Information	~~Personal Property Manager~~ CO/Fleet Manager	Annual	10/31
**51	~~Section H, DOE H 2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~C.7.1.12~~	~~List of the Top 5 Highly Compensated Executives and their total cash Compensation~~	~~Information~~	~~CO~~	~~Once, then Annually~~	~~Within 20 days of Notice to Proceed, then Annually by 1/30~~
52	~~Section H, DOE H 2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~C.7.1.12~~	~~Compensation Increase Plan~~	~~Approve~~	~~CO~~		~~30 days prior to start of salary plan year~~

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
53	Financial Accounting Standards Board (FASB) ASC 715	C.7.1.12	Pension Report (provided to CBFO & HQ)	Information	iBenefits portal w/ copy to CO	Annual, per DOE schedule	5/15
54	Financial Accounting Standards Board (FASB) ASC 715	C.7.1.12	Post Retirement Benefits other than Pension (provided to CBFO & HQ)	Information	iBenefits Portal w/copy to CO	Annual, per DOE schedule	6/12
55	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	C.7.1.12	Pension Plan Changes	Approve	CO	60 days prior to change	9/30
**56	10 CFR 830 DOE O 414.1	C.7.2	Quality Assurance Program	Approve	CBFO Manager	Annual	Within 30 days of Notice to Proceed
**57	Section H, DOE-H-7003 Contractor Assurance System DOE O 226.1	C.7.2	Contractor Assurance System	Approve	COR	Once, then as revisions are made	Within 45 days of Notice to Proceed
**58	DOE O 460.1	C.7.2.5	Quality Assurance Program for Certified Type B or Fissile Materials Packaging	Approve	COR	Once, then as revisions are made	Within 30 days of Notice to Proceed, then at least 60 days prior to expiration or revision
**59	Section H, DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851	C.7.3.1	Worker Safety and Health Program (WSHP)	Approve	CBFO Manager	Once, then annually thereafter (and whenever a significant change or addition is made)	Within 45 days of Notice to Proceed
60	Section H, Labor Standards DOE O 350.3 29CFR, Part 5.7(b)	N/A	Davis Bacon Act Enforcement Report (in iBenefits)	Information	iBenefits Portal w/copy to Contracting Officer (CO)	Semi-Annually	Per iBenefits
61	DOE O 436.1	C.7.4.6	Site Sustainability Plan	Information	ERCD	Annual Update	11/30
**62	10 CFR 830 and 48 CFR 970.5223-1	C.7.3.1	Integrated Safety Management System (ISMS)	Approve	COR	Once, then as revisions are made	Within 30 days of Notice to Proceed
63	10 CFR 830 and 48 CFR 970.5223-1	C.7.3.1	Performance Objectives Measures and Commitments (POMC) Update	Approve	COR	Annually	10/31
64	DOE/EH-0433	C.7.3.1	VPP Review and Report	Information	SPD	Annual	1/15
**65	DOE O 420.1	C.7.3.7	Fire Protection Program	Approve	CBFO Manager	Once, then as revisions are made	Within 30 days of Notice to Proceed

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
66	DOE O 420.1	C.7.3.7	Fire Protection Program Self-Assessment	Information	COR	Triennial and if CO requests early submittal	Every 3 Years
**67	DOE O 420.1	C.7.3.7	Criticality Safety Program Document	Approve	CBFO Manager	Once, then as revisions are made	Within 30 days of Notice to Proceed
**68	DOE O 420.1 I.144(e) 10 CFR 830	C.7.3.7	Documented Safety Analyses, Safety Basis, and Emergency Management Documents	Approve	CBFO Manager	Once, then as revisions are made	Within 30 days of Notice to Proceed.
69	10 CFR 830	C.7.3.7	Unreviewed Safety Question Determination (USQD) Summary Report	Information	SSOD	Annual	12/31
70	~~DOE O 458.1, 40 CFR 191.13, 40 CFR 191.15, and 40 CFR 191 Subpart C (see Appendix IGP of CRA 2014)~~ (MOD 094)	C.7.4	~~Groundwater Protection Plan~~	~~Information~~	~~ERCD~~	~~Annual~~	~~9/30~~
71	DOE O 231.1	C.7.4	Annual Site Environmental Report	Information	ERCD	Annual by October 1 for the previous calendar year	10/1
72	40 CFR 194.33, 40 CFR § 191.14(b)	C.7.4	Delaware Basin Drilling Surveillance Program Annual Report	Information	ERCD	Annual	~~9/30~~ 10/31 (MOD 66)
73	LWA Section 9(a)(2)	C.7.4	Biennial Site Environmental Compliance,	Approve, CBFO transmits to EPA and others on distribution	CBFO Manager	Biennial. Even Numbered years	10/31
74	DOE O 458.1, 40 CFR 194.42	C.7.4	Environmental Monitoring Plan	Information	ERCD	Annual	9/30
**75	~~10 CFR 851.11(e)(1)~~ RESERVED	~~C.7.4~~	~~Worker Safety and Health Plan~~	~~Approve~~	~~COR/OWIPP~~	~~Once, then annually thereafter and as changes occur~~	~~Within 30 days of Notice to Proceed~~
76	LWA, Section 8 (f)	C.7.4.1	Recertification Application to the EPA Administration, DC	Approve	CBFO Manager	Every 5 years, 30-45 days in advance of scheduled annual inspection	Every 5 years, determined based on date of previous submittal (Previous submission on 3/26/19)
77	40 CFR 194.4(b)(4)	C.7.4.1	Change Report to the Office of Radiation & Indoor Air, EPA	Information	ERCD	Annual	11/18

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
78	TSCA, 40 CFR 761.180 Annual	C.7.4.1	PCB Report (including document log), to EPA Region 6	Approve	CBFO Manager	Annual	7/15
79	CERCLA 40 CFR 370.25 I.51	C.7.4.1	SARA Title III, Tier II, National Response Center, NMED, EPA, Region VI, Local Emergency Planning Committee in Carlsbad, NM Emergency Response Commission in SF	Approve	CBFO Manager	Annual	3/31
80	NESHAP, US EPA Region VI, Dallas	C.7.4.1	NESHAP, US EPA Region VI, Dallas (National Emissions Standards of Hazardous Air Pollutants)	Approve	CBFO Manager	Annual	6/30
81	I.59, CERCLA 40 CFR 372.30	C.7.4.1	Toxic Chemical Release Report/ Hazardous Chemicals Inventory to EPA and to the NM Dept. of Homeland Security (from R-TRI Report)	Approve	CBFO Manager	Annual	6/15
82	40 CFR 191.14(b)	C.7.4.1	Subsidence Report to EPA Compliance Program Manager. Mine Engineering Prepares the report, but it is submitted by others.	~~Approve~~ Information (MOD 90)	CBFO Manager	Annual	1/31
83	RCRA/HWFP L-4c(3) & N-4e	C.7.4.2	Laboratory Operating Procedures	~~Approval~~ Information (MOD 39)	CBFO Manager	~~Annual~~ When non-editorial revisions of lab procedures take place	~~1/31~~ Submit within 180 days of the change
84	RCRA HWFP I.3.2	C.7.4.2	RCRA Permit Renewal, to Hazardous Waste Permits Program Mgr., Hazardous Waste Bureau, NMED, SF	Approve	CBFO Manager	Every 10 years	7/1
85	RCRA HWFP 4.6.4.2	C.7.4.2	Mine Ventilation Report, to Hazardous Waste Permits Program Manager, NMED	Approve	CBFO Manager	Annual	10/27

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
86	RCRA HWFP 4.6.1.2	C.7.4.2	Geotechnical Analysis Report, to Hazardous Waste Program Manager, Hazardous Waste Bureau of the NMED	Approve	CBFO Manager	Annual	10/27
87	Waste Minimization Statement	C.7.4.2	Waste Minimization Statement	Approve, CBFO transmits to NMED	CBFO Manager	Annual	12/31
88	NM Water Quality Act, 20.6.2.3107 NMAC (DP-831)	C.7.4.2	Water Discharge Report – Information Changes, NMED, Groundwater Pollution Prevention Section (Semi-Annual DP-831 Report) SF	Approve	CBFO Manager	Semi-Annual	1/15, 7/15
89	RCRA 40 CFR 264.75 (20.4.1.500 NMAC)	C.7.4.2	RCRA Biennial Report, NMED Hazardous Waste Bureau, Data Mgmt Program, NMED, SF	Approve, CBFO transmits to NMED	CBFO Manager	Biennially, even numbered years	3/1
90	NMAC 20.4.3	C.7.4.2	Hazardous Waste Generation Fee	Information	ERDC	Annual, based on receipt of invoice	Pay fee to NMED
91	RCRA HWFP Part 4 Section 4.6.6.2	C.7.4.2	~~Volatile Organic Compound, Hydrogen, and Methane Data Summary Report~~ Semi-Annual Volatile Organic Compounds (VOC) Data Report (MOD 39)	Approve	COR	Semi-Annual	4/30, 10/30
**92	DOE O 470.4	C.7.5	Safeguards & Security Plan	Approve	COR	Once, then annually thereafter and as changes occur	Within 30 days of Notice to Proceed, 9/30
93	DOE O 151.1	C.7.6	Emergency Planning Hazards Survey Updated for TP-III and pool fires	~~Information~~ Approval (MOD 32)	~~SPD~~ CBFO Manager (MOD 32)	Triennial or as required	Every 3 Years, and if CO requests early submittal
94	DOE O 151.1	C.7.6	Emergency Readiness Plan (ERAP) – Submission through PULSE (MOD 66)	Approve	CBFO Manager	Annual	9/30
95	DOE O 151.1	C.7.6	Emergency Management Program Plan	Approve	CBFO Manager	Annual	9/30

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
96	DOE O 151.1	C.7.6	Annual Exercise Package (Plan)	Approve	COR	Annual	9/30
97	LWA Section 16, subsection C (1)(A)&(B)	C.7.6 C.7.1.8	External Emergency Management staff assignments	Information	SPD	Weekly	Every Tuesday
**98	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Contractor Employee Compensation Plan~~	~~Approve~~	~~CO~~	~~As required~~	~~No later than the end of the transition period and upon any compensation plan approved revisions (#113)~~
99	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Annual Contractor Salary Wage Increase Expenditure Report~~	~~Information~~	~~CO~~	~~Annual~~	~~Annually, 30 days after the end of the Compensation Increase Plan Year~~
100	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	N/A	Annual Report of Compensation and Benefits in iBenefits	Information	CO	Annual	Annually per iBenefits by March 15
101	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Variable Pay Programs/ Incentives/ Bonuses~~	~~Approve~~	~~CO~~	~~As required~~	~~Prior to implementation and upon revision~~
**102	Section H Workforce Transition And Benefits Transition: Plans and Timeframes	N/A	Preference in Hiring Reports	Information	CO	As required	Weekly during transition, then as requested by CO
103	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED	~~N/A~~	~~Top Contractor Official and Key Personnel Salary~~	~~Approve~~	~~CO~~	~~As required~~	~~30 days prior to effective date of salary action~~
104	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Employee Benefits Value (Ben Val) study~~	~~Information~~	~~CO~~	~~As required~~	~~First year, then every 2 years~~
105	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Employee Benefits Cost Study Comparison~~	~~Information~~	~~CO~~	~~Annual~~	~~Annually, within 30 days after HQ issues report~~

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
106	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	N/A	Pension and Other Benefit Programs Data Submittals into iBenefits	Information	CO	As required	per iBenefits
107	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ Employee Retirement Income Act (ERISA) Section 103 (MOD 78)	N/A	Audit Report of Pension ~~Plan in Accordance with ERISA Section 103~~	Information	CO	Annual	Annually, no later than IRS Form 5500 due date
108	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Certification in Accordance with ERISA Section 104~~	~~Information~~	~~CO~~	~~As required~~	~~As required~~
109	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	N/A	Pension Management Plan/PRB Submitted into iBenefits	Information	CO	Annual	Annually per iBenefits by February 15 of each applicable year (MOD 78)
110	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ RESERVED (MOD 78)	~~N/A~~	~~Actuarial Valuation Reports~~	~~Information~~	~~CO~~	~~Annual~~	~~Annually after last day of Plan Year, not later than due date for filing IRS Form 5500~~
111	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~IRS Requirement/Law (MOD78)	N/A	IRS Forms 5500 with Schedules	Information	CO	Annual	Upon submittal to the IRS
112	~~Section H, DOE-H-2001 Employee Compensation: Pay and Benefits~~ IRS Requirement/Law (MOD 78)	N/A	IRS Forms 5300	Information	CO	As required	Upon submittal to the IRS
113	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	N/A	Proposed Changes to Pension Plans and Benefits Plans	Approve	CO	As required	At least 60 days prior to proposed revisions

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
*114	Section H, DOE-H-2001, Employee Compensation: Pay and Benefits ~~and Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits~~ (MOD 78)	~~H.5~~ ~~H.6~~ N/A (MOD 32)	~~Allowable Salary for Key Personnel and~~ Top Contractor Official and Key Personnel Salary	Approve	CO	As required	~~Within 20 days of Notice to Proceed and 30 days prior to effective date of subsequent salary actions.~~ 30 days prior to effective date of salary action
114A	Section H, DOE-H-2001, Employee Compensation: Pay and Benefits; FAR 31.205-6, DEAR 970.3102-506 (MOD 78)	H.5	~~Compensation CAP Report (5 highest paid)~~ Contractor's Total Compensation System – compensation practices and plans and benefits plans to set cost reimbursable guidelines	~~(30 days); Information thereafter (post award)~~ Review / Accept	CO	~~Annually~~ As required	~~March 1~~ Review/Accept (30 days)
114B	FAR 31.205-6, DEAR 970.3102-506 (MOD 78)		Compensation CAP Report (5 highest paid)	Information	CO	As required	Annually by March 1
114C	Section H, DOE-H-2001, Employee Compensation: Pay and Benefits; FAR 31.205-6, DEAR 970.3102-506 (MOD 78)	H.5	Information pertaining to the Contractor's Total Compensation System	Review	CO	As required by CO	Review (30 days)
*115	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	N/A	Final Workforce Transition Communication Plan	Approve	CO	As required	Within 15 days of Notice to Proceed
*116	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	N/A	Final Workforce Transition Plan	Approve	CO	As required	Within 30 days of Notice to Proceed

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
*117	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	N/A	Final Benefits Transition Plan: Transition Agreements	Approve	CO	As required	Within 60 days of Notice to Proceed
*118	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	N/A	Final Benefits Transition Plan: New Benefit Plans	Approve	CO	As required	No later than 60 days after Notice to Proceed and prior to adopting documents
119	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	N/A	Timely Data Responses to Departmental Annual and Ad Hoc Pension, PRB, and Benefit Plan Data Requests	Information	CO	As required	Upon Contracting Officer request
120	Section H, DOE-H-7025 Labor Relations	N/A	Collective Bargaining Agreement Economic Bargaining Parameters	Approve	CO	As required	Prior to entering the collective bargaining process
121	Section H, DOE-H-7025 Labor Relations	N/A	Report of Settlement (Labor Reports) in iBenefits	Information	CO	As required	Per iBenefits
122	Section H, DOE-H-7025 Labor Relations	N/A	Labor Relations Semi-Annual Report	Information	CO	As required	Every 6 months, 6/30, 12/31
123	Section H, Workforce Restructuring DOE O 350.3	N/A	Workforce Restructuring Plan	Approve	CO	As required	At least 30 business days in advance of the first communication planned for employees and the public
124	Section H, Workforce Restructuring DOE O 350.3	N/A	~~Diversity~~ Adverse Impact Analysis of Involuntary Separation (MOD 59)	Approve	CO	As required	Prior to notification of employees selected for involuntary separation
125	Section H, Workforce Restructuring	N/A	Workforce Restructuring Reports in iBenefits	Information	CO	As required	Per iBenefits
126	Section H, Labor Standards	N/A	Request for Labor Standards Determination	Information	CO	As required	Prior to startup of work of submission of subcontract consent package

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
127	Section H, Labor Standards	N/A	Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice	Information	CO	As required	Upon determination of subcontract being covered by Service Contract Labor Standards
128	Section H, DOE-H-2073 Risk Management and Insurance Programs; Section I, FAR 52.228-5, Insurance	N/A	Copy of Insurance Policies or Insurance Arrangements	Information	CO	As required	Within 30 days of purchase and upon renewal
129	Section H, DOE-H-2073 Risk Management and Insurance Programs	N/A	Insurance Cost, Self-Insurance Charges, and Experience Report	Information	CO	Annual	Annually, end of policy year
**130	Section H, DOE-H-2073 Risk Management and Insurance Programs DOE-H-7024 Workers' Compensation Insurance	N/A	Insurance Programs including Workers' Compensation	Approve	CO	As required	Prior to the end of contract transition and upon any revisions
131	Section H, DOE-H-7002 Long Range Planning, Program Development, and Budgetary Administration	N/A	Long Range Plan (i.e., 10-year strategic outlook)	Approve	CO	Annual	8/31
**132	Section H, DOE-H-2035 Organizational Conflict of Interest Management Plan	N/A	Organizational Conflict of Interest Management Plan	Approve	CO	As required	Within 15 days of Notice to Proceed
~~133~~	~~Section H, DOE H 2046 Diversity Program~~ (MOD 58)	~~N/A~~	~~Diversity Report~~	~~Information~~	~~CO~~	~~Annual~~	~~Annual~~
~~**134~~	~~Section H, DOE H 2046 Diversity Program~~ (MOD 59)	~~N/A~~	~~Diversity Plan and Updates~~	~~Approve~~	~~CO~~	~~As required~~	~~Within 60 days of Notice to Proceed and prior to revisions~~

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
**135	Section H, DOE-H-2080 Workplace Substance Abuse Programs at DOE Sites DOE O 350.3 52.223-6 10 CFR 707	N/A	Workplace Substance Abuse Program and Employee Assistance Program	Approve	CO	As required	Prior to the end of contract transition, then as revisions are made
**136	Section H, Legal Management	N/A	Litigation Management Plan	Approve	CO	Once, then as revision are made	Within 60 days of Notice to Proceed
*137	Section J, Attachment J-4, Special Financial Institution Account Agreement for Use With the Payments Cleared Financing Arrangement	N/A	Executed Financial Institution Account Agreement	Approve	CO	Once	Within 7 days of Notice to Proceed
138	I.191(f) H.23	PEMP	Year-End Contractor Self-Assessment (MOD 66)	Information	COR	Annually	~~10/31~~ 10/10
**139	DOE O 150.1	N/A	Continuity of Operations Plan	Approve	CBFO Manager	Once, then Annual	Within 60 days of Notice to Proceed
140	DOE O 350.1 Chg 7, FAR 52.223-6, 10 CFR 707	N/A	Results of Workplace Substance Abuse Program	Information		Semi-Annual	within 30 days of the close of each six month period based on calendar year
**141	DOE O 426.2	N/A	Procedure for Granting Exceptions to Training Requirements	Approve	CBFO Manager	Once, then as revisions are made	Within 60 days of Notice to Proceed
**142	DOE O 426.2	N/A	Training Program Plan or Training Implementation Matrix	Approve	CBFO Manager	As required	Within 60 days of Notice to Proceed
143	DOE O 433.1	C.7.5	Nuclear Maintenance Management Program	Approve	CBFO Manager	Every 3 years or as required	At least 60 days prior to startup of new hazard category 1, 2, and 3 nuclear facilities and at least every three years for all hazard category 1, 2, and 3 nuclear facilities
**144	DOE M 435.1-1	N/A	Radioactive Waste Management Basis	Approve	CBFO Manager	Once, then as revisions are made	Within 60 days of Notice to Proceed

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
145	DOE M 435.1-1 10 CFR 851.21(b)	N/A	Listing of Closure Facility Hazards and Established Controls	Approve	CBFO Manager	Once, then as revisions are made	As required
**146	~~DOE M 441.1-1~~ RESERVED	~~N/A~~	~~Technical Basis for Nuclear Material Packaging Systems~~	~~Approve~~	~~COR/Field Element Manager~~	~~Once, then as revisions are made~~	~~Within 60 days of Notice to Proceed~~
**147	~~DOE M 441.1-1~~ RESERVED	~~N/A~~	~~Technical Basis for Nuclear Material Packaging Systems~~	~~Approve~~	~~COR/Field Element Manager~~	~~Once, then as revisions are made~~	~~Within 60 days of Notice to Proceed~~
**148	~~DOE M 441.1-1~~ RESERVED	~~N/A~~	~~Process for Documenting the Nuclear Materials Storage Program~~	~~Approve~~	~~COR/Field Element Manager~~	~~Once, then as revisions are made~~	~~Within 60 days of Notice to Proceed~~
**149	DOE O 442.1	N/A	Employee Concerns Program Implementing Documentation	Approve	CO	Once, then as revisions are made	Within 60 days of Notice to Proceed
**150	DOE O 458.1	N/A	Environmental Radiological Protection Program	Approve	CBFO Manager	Once, then as revisions are made	Within 60 days of Notice to Proceed
**151	DOE O 474.2 10 CFR 830	N/A	Nuclear Material Control and Accountability Plan/Program	Approve	CO	Once, then as revisions are made	Within 60 days of Notice to Proceed
152	Section I, FAR 52.222-2, Payment for Overtime Premiums	N/A	Overtime Control Plan	Approve	CO	As required	As required
153	~~Section I, FAR 52.222-2, Payment for Overtime Premiums~~ Section I.196, DEAR 970.5222-2 Overtime Management (DEC 2000) (MOD 32)		Semiannual Report on Overtime Use	Information	CO	Semiannual	~~7/15, 1/15~~ 10/15, 4/15 (MOD 32)
154	Section, I FAR 52.222-26 Equal Opportunity	N/A	Affirmative Action Plan for Females and Minorities	Information	CO	Annual	Within 30 days of authorization to assume contract; annually thereafter
155	Section I, FAR 52.222-26, Equal Opportunity	N/A	Employer Information Report (Standard Form 100, EEO-1)	Information	CO	Annual	Annually as required

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
156	Section I, FAR 52.222-26, Equal Opportunity	N/A	Information Required by Executive Order 11246, as Amended	Information	CO	As required	As required
157	Section I, FAR 52.222-35 Equal Opportunity for Veterans Section I, FAR 52.222-36 Equal Opportunity for Workers with Disabilities	N/A	Affirmative Action Plan for Veterans & Individuals with Disabilities	Information	CO	Annual	Within 30 days of authorization to assume the contract; annually thereafter
158	Section I, FAR 52.222-37, Employment Reports on Veterans	N/A	Filing of VETS-4212 Federal Contractor Veterans' Employment Report	Information	CO	Annual	Annually by 9/30
159	DOE-HQ, DOE-EM and CBFO ~~PPPO~~ reporting (MOD 32)	N/A	Employee Headcount Report: actual total on-site contract count with detail as requested	Information	CO	Monthly	Monthly, by 8th day after end of month
160	I.53, 52.219-9, Small Business Subcontracting Plan	N./A	Small Business Subcontracting Plan	Approve	CO	As revisions are made	As revisions are made
160(a)	H.52 DOE-H-2050 Incorporation of Small Business Subcontracting Plan (Oct 2014) (MOD 46)	N/A	Individual Subcontract Report (ISR) at http://www.esrs.gov	Approve	CO	Semi-Annual and within 30 days of contract completion	~~3/31 and 9/30~~ 4/30 and 10/31 (MOD 66)
160(b)	H.52 DOE-H-2050 Incorporation of Small Business Subcontracting Plan (Oct 2014) (MOD 46)	N/A	Summary Subcontract Report (SSR) at http://www.esrs.gov	Approve	CO	Annual	10/30
161	H.30 DOE Mentor-Protégé Program (May 2000)	N/A	Annual Lessons Learned Report	Information	CO	Annual	Annually by 9/30
162	I.11, 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020)	N/A	Contractor Code of Business Ethics and Conduct	Information	CO	Once and when changes occur	Within 30 days after Notice to Proceed

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
163	~~I.183, 970.5203-1, Management Controls (CLASS DEVIATION) (DOE Acq Letter 2005-04) (Jun 2007)~~ RESERVED (MOD 32)	N/A	~~Status of Recommendations from Audits (audits performed by its internal audit activity and any other audit organization)~~	~~Information~~	~~CO~~	~~Annual~~	~~Annual by 9/30~~
164	Section H, Annual Management Controls Statement	N/A	An Assurance Statement	Information	CO	Annual	6/3/23 and Annually thereafter on 9/30
165	Weapons Accountability Report: DOE O 473.2A		Weapons Accountability Report	Information	CO	Monthly	15th of each month
166	Incidents of Security Concerns Report: DOE O 470.4B		Incidents of Security Concern	Information	CO	Monthly	15th of each month
167	I.219, DEAR 970.5232-3, Accounts Records and Inspection (MOD 32)		Internal Audit Implementation Design	Approval	CO	60 Days after NTP	As changes occur
168	I.219, DEAR 970.5232-3 Accounts, Records and Inspection (MOD 32)		Annual Audit Plan	Approval	CO	120 days after NTP	6/30 each year
169	I.183, 970.5203-1, Management Controls; and I.219, DEAR 970.5232-3 Accounts, Records and Inspection (MOD 32)		Audit Reports, including status of Recommendations from Audits (audits performed by its internal audit activity and any other audit organization)	Approval	CO	Annual	Jan 31 each year
170	G.7 Cost Reporting Procedures (MOD 32)		Monthly Incurred Cost Report in support of the Drawdown Review	Information	CO	10 working days after accounting closes for each month	Monthly
171	DOE PFAS Research Plan mandated by DOE's 2022 PFAS Strategic Roadmap (MOD 39)	C.7.4.7, 7)a.i	Sample Summary Report	Information	COR	Once	May 30, 2024

Item #	Source Reference	PWS Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Frequency	Due Date
172	DOE PFAS Research Plan mandated by DOE's 2022 PFAS Strategic Roadmap (MOD 39)	C.7.4.7, 7)a.ii	Sample Summary Report	Information	COR	Once	July 15, 2024
173	DOE PFAS Research Plan mandated by DOE's 2022 PFAS Strategic Roadmap (MOD 39)	C.7.4.7, 7)a.iii	Summary Report	Information	COR	Once	July 15, 2024
174	Parent Organization Support (MOD 39)	H.78	Parent Organization Support Plan (POSP)	Approval	CO	Once and Annual	July 31
175	DOE-HQ, DOE-EM and CBFO Reporting (MOD 66)	N/A	Employee Relocation and LAFHO Program Benefit Report	Approve	CO	Annual	11/30
176	H.6 and HCA Letter, dated 11/20/2024 to Aaron Deckard (MOD 66)	N/A	Prior Service Credit for Non-Critical Skill Positions Evaluation Report -One year Pilot program	Approve	CO	Once for Pilot Program	1/31/2026
177	H.91.1(a)(viii) (MOD 90)	N/A	Annual Report on Employees Awarded Service Credit	Information	CO	Annual	9/30

*Transition Deliverable
**Transition and Periodic Deliverable

ATTACHMENT 7 – SITE SERVICES AND INTERFACE REQUIREMENTS
(MOD 77)

Table J-7 Site Services and Interface Matrix

Interface Matrix

The purpose of the Interface Matrix is to identify general interface obligations. The Interface Matrix is not an all-inclusive listing of services that may be required or provided. Interface agreements shall comply with applicable laws and regulations. If any party of the agreement believes that the result would potentially result in non-compliance, the parties should identify and address the concern through inter-contractor interface management. Potential non-compliance issues that cannot be resolved through the inter-contractor interface management shall be promptly communicated to DOE.

Part A: Centralized Characterization Project (CCP) Interfaces

Interface	Central Characterization Project (CCP)	Host Site
Funding	CBFO funds the CCP Project Office which is the management and administrative scope for CCP executed in Carlsbad, NM. The CCP Project Office directs and manages the mobilized CCP teams at all of the host sites. CBFO funds INL Transportation Certification for flammable Gas Analysis at INL. CBFO funds Mobile Loading for the Mobile Loading Unit (MLU) that provides the mobilized CCP team responsible for loading every shipment. CBFO funds General Site Support allowing CCP to support 4 large quantity sites and 2 small quantity sites each year.	Fund the mobilized CCP teams at their respective sites. The funding from the generator sites are executed through the Work Authorization (WA) documents that CBFO reviews and approves for CCP work at the respective host sites under this contract.
Initial Setup	1. Provide information and procedures to the Host facility Site Technical Representative (STR)/Designee 2. Complete readiness activities as needed to support authorization of CCP activities at the Host facility. 3. Provide project support to complete administrative reviews and approvals of technical and administrative procedures or processes.	1. Coordinate facility, Quality Assurance (QA), and Environmental Safety & Health (ES&H) reviews to determine satisfactory compliance with Host facility safety basis requirements, Radiological Characterization (RC) requirements, and other safety and operational requirements. 2. Provide site access

Operations	1. Perform system start-up and calibration of characterization equipment at the Host facility. 2. Participate successfully in the Performance Demonstration Program (PDP), as needed. 3. Perform safety walk-downs, management, and laboratory assessments prior to operation. 4. Respond to and resolve assessment and surveillance findings for CCP start-up activities. 5. Ensure CCP and Host facility personnel are trained and qualified in accordance with the requirements. 6. Provide container tracking support for the containers introduced into characterization activities to ensure characterization completion using the CCP container management system.	1. Provide radiological controls as needed to support characterization activities. 2. Provide adequate heated storage space to be used as a Thermal Conditioning Unit (TCU) as needed for Headspace Gas (HSG) sampling. 3. Provide adequate facilities for the safe performance of Visual Examination (VE) and HSG Sampling. 4. Provide site-specific training, as needed, to ensure safe operations within the Host facility. 5. Provide Industrial Safety & Health (IS&H) support, as needed. 6. Provide Fire Protection and Emergency Management support, as needed. 7. Provide Authorization Basis (AB) oversight, including Unreviewed Safety Question (USQ) evaluations.

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		8. Provide environmental impact oversight and support, as needed. 9. Provide on-site container transportation. 10. Provide container handling, inventory control, and storage location tracking using the transuranic (TRU) Waste Processing Center (TWPC) Container Tracking system. 11. Provide personnel to be trained and qualified under the CCP program as needed to support CCP activities such as VE. 12. Coordinate and obtain document classification reviews as required to allow the public release of documents such as the Acceptable Knowledge (AK) Summary Report. 13. Provide calibrated Measuring & Test Equipment (M&TE) for use in characterization, or obtain calibration service for CCP provided M&TE. 14. Provide waste packaging materials and other equipment/materials purchased and inspected in accordance with the Qualified Supplier List (QSL) approved program. 15. Provide hazardous waste manifesting, bill of lading, and notifications for transportation.
Training and qualification	1. Provide trained and qualified personnel to perform work under CCP procedures and WIPP requirements in accordance with the CCP Training and Qualification Plan. a. Administrative work, such as BDR reviews that require no access to characterization activities or processes, may be completed by personnel who have not completed the Host facility required site-specific training. Personnel who have not completed Host facility required site-specific training will not be allowed unescorted access to the characterization activities. 2. Provide personnel to be trained on Host Site specific safety procedures	1. Provide trained and qualified personnel to perform work under CCP procedures and WIPP requirements in accordance with the CCP Training and Qualification Plan. 2. Provide required site-specific training. The STR will provide the CCP SPM, in writing, a listing of the Host facility required site-specific training for each CCP position. a. Both the CCP training and Host facility required site-specific training must be completed prior to the individual being assigned to perform independent work at the Host facility. b.
Container management	1. Perform container management throughout the CCP characterization process in accordance with the approved procedure addressing CCP Standardized Container Management, or CCP RH Transuranic Container Management. 2. Maintain a list of characterization-eligible containers from each waste stream identified. When repackaging or VE of a	1. Manage container movement, storage, and Documented Safety Analysis (DSA) compliance. 2. Provide the dose rate and surface contamination information necessary to certify TRU waste containers for disposal.

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	waste container is required, conduct a formal container Identification (ID) scheme.	
Deficiencies and nonconformance	1. Initiate a Non-Conformance Report (NCR) in accordance with the approved procedure addressing identifying a nonconformance condition associated with a waste container during the CCP characterization or certification process. 2. Immediately notify the CCP Vendor Project Manager (VPM) of any abnormal event associated with the safe operation of CCP characterization activities. The CCP VPM will notify the CCP Manager and the Host Facility Manager/Operations Manager of the abnormal event.	1. Initiate an NCR, and promptly notify the CCP VPM in accordance with the existing CCP deficiency reporting process if a nonconformance is identified during the project which affects waste characterization or certification activities. 2. Conduct receipt protocol for returned container(s)
Visual Examination (VE)	1. Conduct VE Operations in accordance with the approved procedure addressing CCP Standard Waste Visual Examination (CH) or CCP Remote-Handled Visual Examination Technique using a facility provided by the Host facility.	1. Provide all maintenance and repairs to the VE facility. 2. Provide personnel to qualify and perform VE in accordance with the approved procedures.
Performance Demonstration Program (PDP)	1. Provide support to the PDP Coordinator for accomplishing day-to-day tasks associated with implementation of the PDP Management Plan. Tasks are defined in each of the PDP Plans and are conducted in accordance with the NDA PDP implementing procedure prepared by the NDA PDP Coordinator and approved by the PDP Manager. 2. Perform prescreening for Nondestructive Assay (NDA) using a CCP-provided unit or multiple units as required. Containers rejected by NDA will be dispositioned consistent with deficiency and nonconformance requirements.	1. Provide support for the CCP participation in associated with implementation of the PDP Management Plan. a. This support includes preparation of the test drums, delivery and pick-up of the drums to/from the CCP NDA equipment, and responsibility for PDP source control. 2. Provide support for maintaining an inventory of NDA PDP equipment and spare parts in support of CBFO. 3. Provide support for the CCP participation in the PDP. This support includes maintaining trained PDP coordinators, preparation of the test drums, delivery and pick-up of the drums to/from the CCP NDA equipment, and responsibility for PDP source control. Host facility support will be coordinated by the Host facility STR/Designee. 4. Designate a custodian responsible for maintaining NDA equipment (matrices, internal components, drums and boxes), providing shipping support for PDP equipment, and maintaining accountability of all PDP equipment in the storage unit.

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Radiological Characterization (RC) (including sampling and analysis, if required)	1. Provide qualified worker safety and health staff to direct and manage the safety program, provide subcontractor safety oversight, and interface with host site worker safety and health staff to ensure appropriate safety oversight of characterization.	1. Provide qualified personnel to perform RC activities. 2. Provide technical support for RC efforts based on the use of AK for stored RH TRU waste or sampling and analysis. 3. Provide support to the CCP for performing calibration of RC instrumentation. This support includes delivery of surrogate drums and source control as needed.
Nondestructive Examination (NDE)	1. Perform NDE using a CCP-provided unit. Containers rejected by NDE will be dispositioned consistent with the deficiencies and nonconformance requirements. 2. Perform screening services using a CCP provided unit to provide information on prohibited items for use in TWPC repackaging operations, and the approved procedure addressing CCP Radiography Screening Procedure for Prohibited Items, will be used for any screening operations. The report provided will include any prohibited items or conditions, including all liquids identified, during the scan.	1. Support the CCP VPM with the construction of NDE capability demonstration drums as required.
Headspace Gas (HSG) sampling and analysis	1. Perform HSG sampling and analysis using certified equipment with personnel trained under the CCP Certified Program. 2. If CCP personnel perform HSG sampling operations, in addition to the standard approved procedure requirements, additional guidelines will be identified in the agreement. 3. Receive filter vents from the Host Site for replacement as needed to support HSG sampling or transportation. 4. Provide the calibrated instrumentation needed to monitor the temperature requirements with documentation provided.	1. Provide personnel and support to ship sample canisters to a CBFO-certified TRU waste program for analysis. 2. Provide a temperature-controlled environment (i.e., TCU) 18°C (65°F) or greater to equilibrate waste containers for a minimum of 72 hours prior to HSG sampling. The temperature must be maintained until the container is sampled. 3. Provide filters from the CBFO-approved transportation filter list for use in the drum venting system. 4. Provide radiological control support for the operation of this system.
Source control	1. Provide a list of Special Nuclear Materials (SNM) reference sources required for calibration of CCP-furnished systems. 2. Provide personnel to be trained as users of SNM sources.	1. Maintain all non-SNM reference sources. Responsibilities consist of inventory control, storage, shipment and usage. The Host facility will provide CCP the number of sources, location, isotopic distribution with activity levels, and the names of the custodian and authorized users, as required. 2. Provide radiological control support associated with the non-SNM reference sources. This support consists of maintaining the radioactive materials area (RMA) postings,

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		periodic surveys and performing a semi-annual leak check on the sources as requested by CCP. 3. Maintain all SNM reference sources. Responsibilities consist of: inventory control, storage, inspection and handling. The Host facility, as custodian of SNM sources, will provide to CCP the necessary sources. Host facility personnel will load the sources into the matrix drums as requested by CCP. 4. Train CCP personnel to be users of the sources to the Host facility procedures.
Acceptable Knowledge (AK)	1. Maintain the auditable AK record necessary to support the AK Summary Report in accordance with the HWFP, Attachment C, Waste Acceptance Plan (WAP), RHPIP, and the QAPD. 2. Perform and document the AK collection, reporting, and confirmation in accordance with the approved procedure addressing CCP Acceptable Knowledge Documentation and/or the RHPIP. CCP shall submit the AK Summary Report for Host facility review and concurrence.	1. Assist CCP AK personnel in support of AK compilation, confirmation, discrepancy resolution, or AK reassessment of source documents. 2. As warranted, the Host facility STR/Designee will provide written comments. Upon satisfactory disposition of comments, the Host facility STR/Designee will provide written concurrence of the AK Summary Report.
Measuring and Test Equipment (M&TE)	1. Notify the Host facility STR anytime a new piece of M&TE equipment is purchased by CCP that requires calibration.	1. Provide National Institute for Standards and Technology (NIST)-traceable calibration services for M&TE to the CCP. The Host facility will maintain records on M&TE calibration in accordance with the Records Inventory and Disposition Schedule (RIDS). Copies of the Certificates of Calibration will be provided to the CCP VPM and CCP M&TE Custodian. 2. Provide access to calibration documentation and processes as needed for internal and external audits.
Work standards	1. Perform work under the Host facility Lockout/Tagout procedure. 2. Perform quality-affecting work under CCP procedures for TRU waste characterization and certification activities. Host facility procedures and work packages will be used for non-waste characterization activities (e.g., equipment repairs). 3. Perform operations in accordance with the approved procedure addressing CCP Conduct of Operations.	1. Perform quality-affecting work under CCP procedures for TRU waste characterization and certification activities. Host facility procedures and work packages will be used for non-waste characterization activities (e.g., equipment repairs). 2. STR/Designee must concur with the proposed change in writing and provide a copy of the approved USQ, if required. The Host facility STR/Designee will coordinate the review of the proposed change to ensure AB and Permitting requirements are met.

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	4. Comply with Host facility procedures as they apply to the retrieval area and other established characterization areas. 5. Perform work under the Host facility safety basis and work control standards (e.g., General Employee Radiological Training [GERT]). Maintenance work control activities on Host facility-supplied equipment will be controlled using Host facility work authorization procedures. 6. Maintain equipment configuration and authorize equipment changes to ensure that Mobile Characterization Equipment (MCE) systems are operated and maintained in accordance with the Host facility safety basis. 7. Participate in the Host facility bioassay program. CCP personnel involved in VE of waste will provide routine samples at a frequency agreed upon between the Host facility and the Radiological Safety organization. All other CCP personnel will provide samples as requested under the routine/random program established by the Host facility. All CCP personnel will submit the bioassay samples required to establish a baseline for activities at the Host facility. 8. Notify the Host facility STR when new CCP personnel, and subcontractors are assigned to work at the TWPC. The CCP Manager or CCP VPM will notify the Host facility STR when CCP personnel, and subcontractors leave the TWPC as a result of reassignment or resignation. This notification will occur as soon as is practical. 9. Provide historical information on the operation of any CCP equipment deployed at the Host facility for the purpose of lessons learned and the implementation of any mitigating actions from these lessons learned. 10. For non-Host facility-provided equipment, CCP will provide safety basis input for the Host facility's safety basis. CCP will be the Design Authority for the equipment. In addition, prior to any modification of equipment, these changes will be provided to the Host facility for review and incorporation into their safety basis documents and are subject to the CCP Configuration 11. Management Program. The programmatic limits for the operation of the characterization equipment are the responsibility of CCP as part of their Design Authority responsibilities. Control the procurement, development,	3. Radiological Controls personnel will perform routine surveys for contamination and radiation as specified in Host facility policies or procedures. The CCP Manager or CCP VPM and appropriate Host facility management personnel will be notified immediately upon the discovery of any loose surface contamination in any CCP-occupied buildings or any of the CCP characterization equipment contained in these buildings. Access to and copies of routine survey results will be made available to CCP upon request. 4. Notify the CCP TWPC Project Manager or CCP VPM and appropriate Host facility management personnel of any abnormal continuous or fixed air sample filter analysis results from any area routinely occupied by CCP personnel. 5. For Host facility-supplied equipment and facilities, the Host facility is responsible for ensuring the safety basis is adequate to cover the equipment and facilities that are provided. For these instances the Host facility is the Design Authority. It is expected that CCP will participate in review of hazards analysis for this equipment and facilities being provided. 6. Meet with the Radiological Safety organizations on a quarterly basis to discuss the status of radiological conditions and work practices in areas routinely occupied by CCP personnel. This requirement may be met by Radiological Safety personnel visiting the Host facility or by teleconference as agreed to by these organizations. The Radiological Safety organization will provide the CCP Manager and CCP Project Manager with a summary of the meeting including any issues that require resolution. This summary may be provided by e-mail.

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	maintenance, configuration management and use of software used on all Host facility and non-Host facility-provided equipment used to develop quality-affecting data for waste characterization.	
Quality Assurance (QA)	1. Perform completion of waste characterization and certification scope in compliance with applicable DOE/CBFO-certified CCP procedures. 2. Conduct periodic QA surveillances to assess compliance with applicable WIPP requirements.	1. Conduct surveillances to assess compliance with applicable procedures.
Occurrence Reporting and Processing System (ORPS) and Price-Anderson Amendments Act (PAAA)	1. Provide information and notifications as required. a. If CCP is responsible for the deficient condition, CCP will revise/report independently.	1. Report all Price-Anderson Amendments Act (PAAA) and Occurrence Reporting and Processing System (ORPS).
Project Control	1. Provide weekly status of their respective scheduled activities. 2. Provide an up-to-date accrual schedule and estimates of completion at the end of each month, or as requested. 3. Maintain and provide the Host facility with an up-to-date organization chart listing CCP personnel, along with associated roles and responsibilities. 4. Provide invoices reflecting labor, material and supplies, subcontractor and travel cost. 5. Provide timely cost estimates to the Host facility STR/Designee for any new CCP activities planned. 6. Provide the Host facility STR/Designee actual cost data for each scheduled CCP Level 3 activity on a monthly basis.	1. Provide weekly status for their respective scheduled activities.
Procedures	1. Provide new technical operating procedures (procedures that operate equipment) developed by the CCP and scheduled to be used at the Host facility for review and comment. 2. Provide revisions to CCP procedures to the Host facility STR/Designee for review and/or informational purposes. 3. The CCP SPM will confirm that the Host facility STR/Designee written comments are resolved with the Host facility STR/Designee concurrence prior to proceeding with CCP operations.	1. Review new or revised CCP procedures, and forward written comments to CCP Document Control for resolution.

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Document Transmittals	1. Documents to be provided to the Host facility by CCP include: • Copies of NCRs and Corrective Action Requests (CARs), as applicable. • Copies of AK Summary Reports. • Copies of AK source documents and source document summaries, as requested. • Copies of semi-annual trending summary reports. • Copies of QA surveillance reports. • Copies of WSPFs. • Copies of VE, NDE, NDA and HSG data, as quested. • Copies of CCP Source/Receipt Inspection Verification Sheets and associated objective evidence for each shipment. • Information on chemical usage and copies of applicable MSDSs as requested for inventory or reporting reasons. • Copies of training requirements and associated training records for Host facility personnel supporting CCP. • A copy of the RIDS developed by CCP. • Results of all DOE/CBFO/New Mexico Environment Department (NMED)/U.S. Environmental Protection Agency (EPA) or other regulatory audit or compliance/enforcement actions that may impact its ability to characterize and transport TRU waste. • Copy of final data package to WIPP via WWIS, as requested. • Documented evidence of participating in and passing the CBFO PDP. • NMED and EPA approval of the CBFO Certification Audit Report.	1. Documents to be provided to CCP by Host facility include: • Documentation of required training. • Documentation of training completion for CCP and Host facility personnel for training received from the Host facility. • Copies of AK source documentation requested by CCP. • Radiological dose rate and surface contamination results on waste drums as needed to support WWIS data entry. • Radiological information as described in Section 3.2.2[A]. • Copies of NCRs, deficiency reports, or other nonconformance documentation per Section 4.3. • Copies of the results of Host facility assessments pertaining to CCP. • Copies of calibration certifications. • Copies of QA surveillance reports. • Copies of the Uniform Hazardous Waste Manifest, bill of lading and Shipment Notifications.
Records	1. All electronic and/or hard copy QA records generated by CCP documents referenced in this interface document shall be maintained by CCP at a TWPC location provided by the Host facility. 2. All QA records generated by CCP will be maintained and dispositioned in accordance with the approved procedures addressing CCP Records Filing, Inventorying, Scheduling, and Dispositioning.	1. Maintain the following records in accordance with Host facility requirements. The list includes, but is not limited to, the following: • MSDS • Calibration Certifications

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TRU Waste Certification and WDS/WWIS data entry	1. Prepare Waste Stream Profile Forms (WSPFs) for the subject Host facility waste in accordance with the approved procedure. 2. Collect and report shipment and disposal information, and waste inventory information (e.g. waste containers, shipments, and emplacement, etc.), provided by Host Sites through the Waste Data System (WDS) /WIPP Waste Information System (WWIS). 3. Transmit characterization and certification data using the WDS/WWIS and CCP. 4. Submit WSPFs to the Host facility for information before submittal to CBFO. 5. CCP Waste Certification Officials (WCO) will document and certify that all TRU waste payload containers meet the requirements of the WAC, submit the data to the WWIS for approval.	1. Provide shipment and disposal information, and waste inventory information (e.g. waste containers, shipments, and emplacement, etc.). 2. Provide written concurrence of all WSPFs on the basis of continued compliance with procedures and programs, and CBFO-certification of the CCP program.
Configuration Management	1. Manage operations and equipment configurations to ensure compliance with Host facility procedures that protect the personnel, public, and environment. 2. For CCP provided equipment, CCP will provide the documentation necessary for Host facility to perform the evaluation against its safety analysis. This documentation may include health and safety plans, hazard assessments, system descriptions, equipment drawings, or other information deemed necessary through mutual agreement between CCP and the Host facility.	1. Ensure that CCP equipment and processes have been appropriately considered within the DOE-approved, Host facility DSA. 2. Provide Host facility generated AB documentation concerning CCP related activities and equipment, including USQ's, for CCP's review. 3. For Host facility provided equipment, CCP will review operational and AB documentation, including USQs, to ensure the safety of CCP personnel while operating the equipment. 4. All changes to Host facility equipment operated by CCP will be controlled by the Host facility Configuration Management and Work Control Program to ensure appropriate AB evaluations are conducted and associated controls are established. 5. Submit all changes to AB requirements that affect CCP operations for review and concurrence by CCP prior to implementation.
Notification	1. Ensure changes to equipment are in accordance with the approved procedure addressing CCP Equipment Change Authorization and Documentation. 2. Notify the Host facility when there are configuration changes to CCP or CCP vendor-owned equipment.	1. Notify CCP when there are changes in the Host facilities equipment used by CCP for characterization activities or changes that may impact operations.

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		2. Notify CCP when there are changes to the policies, processes, or procedures that may affect CCP characterization activities or operations. 3. Notify /Retrieval, Characterization, and Transportation department Radiological Control Technician (RCT) when repairs or modifications are made to transportation trailers or packaging equipment (TRUPACT-II, HalfPACTs, etc.). /RCT will then notify the appropriate Cognizant Engineer at the WIPP site. The Cognizant Engineer will verify the modification. The Host facility may be requested to make the repair or modification by or CBFO if certified services are available. Otherwise, an off-site vendor will normally make needed repairs or modifications to the transportation trailers or packaging equipment.

Part B: WIPP M&O Interfaces

Interface	WIPP M&O	Interface Participant
Transportation Activities	1. Coordinate and ensure an integrated approach with the Transportation (Carrier) Services Contractor to ensure safe, compliant, and timely shipments, along with ensuring availability of the necessary transportation equipment. 2. Provide the following DOE-specified training/refresher training to carrier personnel on a timely basis to ensure driver availability. • Operation of Packaging Tie Downs • Use of Radiation Detection Instruments, plus annual refresher • WIPP General Employee Training, plus annual refresher • Adverse Weather & Safe Parking Protocols • Public Affairs Training • WIPP First Responder & Incident Command Training • Radiation Worker Training, plus annual refresher • Use of DOE Transportation Tracking and Communication System (TRANSCOM) Tracking Systems	**Host site:** 1. Ensure compliance with all requirements for loading and shipping TRU waste certified by the CCP as approved in the WDS/WWIS. 2. Direct TWPC loading of containers into overpacks according to CCP WCO listings and will provide the CCP WCO with the necessary data to complete the process, if required. 3. Obtain concurrence of the Uniform Hazardous Waste Manifest, bill of lading, notifications, and required markings, labels and placards for each TRU waste shipment. **WIPP Transportation (Carrier) Services Contractor:** 1. Furnish all personnel, facilities, equipment, material, supplies, and services to support the Waste Isolation Pilot Plant (WIPP), including: a. transportation of mixed and non-mixed CH- and RH-TRU waste, asbestos, and polychlorinated biphenyl (PCB) contaminated TRU waste from generator sites to WIPP;

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		b. transportation of CH- and RH-TRU waste between generator sites; and c. transportation of training units or empty shipping packaging to training/exercises and/or public awareness events; transportation of other equipment as designated by Carlsbad Field Office (CBFO); and maintenance of GFP.
Shipping Coordination/ Corridor Emergency Preparedness	1. Provide constant monitoring (Central Monitoring Room (CMR) Operator) of all movement of tractors performing work under this contract utilizing the TRANSCOM, with the exception of local movements for maintenance purposes, promptly communicate issues to transportation carrier drivers that they should be aware of, such as weather warnings or road closures along shipment routes, communicate/coordinate with state stakeholders, transportation carrier contractor, and CBFO as required. 2. Coordinate CVSA inspections when requested by state officials. Establish interfaces and agreements where necessary to provide the ongoing training of emergency responders along the WIPP transportation routes. 3. Develop and maintain Corridor emergency readiness to address coordinating any stoppage or deviation from the specified highway transportation routes or schedule, and safe parking coordination for extended stops). 4. Participate in emergency preparedness exercises/training.	**WIPP Transportation (Carrier) Services Contractor:** 1. Use the CBFO designated highway routes unless otherwise directed by the On-Call CBFO Transportation Manager, the WIPP Shipping Coordination Office, the WIPP Central Monitoring Room (CMR), or authorized law enforcement official. 2. Notify the CMR of any deviation from the designated highway routes. **Federal, State, and tribal officials:** 1. Request, and perform a Commercial Vehicle Safety Alliance (CVSA) Level VI inspection 2. Participate in emergency preparedness exercises/training **TRANSCOM support services contractor:** 1. The TRANSCOM Contractor is responsible for system operability.
Container procurement	1. Manage TWPC Qualified Suppliers List (QSL). TWPC may procure, inspect, and perform receipt inspection of whatever items are listed in the most current QSL for the CCP scope of work. TWPC will perform these activities in accordance with its QSL-accepted program. 2. Provide/manage the WIPP Centralized Procurement Program (CPP) using funds approve by CBFO.	**Host site:** 1. Procure containers via the WIPP Centralized Procurement Program (CPP) using funds provided in WAs approved by CBFO.
Experimental and Testing Activities and Programs	1. Support and conduct underground experimental / testing activities and programs, safety oversight, infrastructure, and maintenance. Support the Technical Coordination Office (TCO) by providing space, ground control and utilities in the underground for the TCO to perform experiments and tests.	**Technical Coordination Office (LANL-CO Team Lead), SNL-CPG; Universities conducting underground experiments:** 1. Propose research and development initiatives that have the objective of improving the operational efficiency of the WIPP and the National TRU Program.

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Public Affairs	1. Coordinate and manage media relations, emergency public information, community relations, WIPP Information Center, special events, public outreach communication services and publications, exhibits, and site tours. 2. Establish working relationships with communities and interested members of the public. 3. Establish productive government to government relations between the U.S. Department of Energy and affected tribes and pueblos. 4. Inform communities and interested parties of permit activities. 5. Minimize disputes and resolve differences with communities and interested members of the public. 6. Provide timely responses to individual requests for information. 7. Establish mechanisms for communities and interested members of the public to provide feedback and input to the Permittees.	**The public, media, stakeholders, citizen groups, and government offices:** 1. Support/participate in CBFO/WIPP required public meetings 2. Participate in responses to public comments and suggestions, and work in consultation with communities and with interested members of the public to avoid disputes and to resolve differences.
Environmental and Regulatory Compliance	1. Schedule and lead support and facilitation of inspections, technical exchanges, and stakeholder engagements on matters related to permit recertification. 2. Lead development and coordination of renewal applications, such as WIPP Hazardous Waste Facility Permit (HWFP), information updates, modification requests, etc.	**Environmental Protection Agency (EPA)/ New Mexico Environmental Department (NMED)/ U.S. Fish and Wildlife Service (USFWS):** 1. Provide resources for scheduling and conducting periodic Resource Conservation and Recovery Act (RCRA) site assessments, and recertification. 2. Support public hearings and stakeholder engagement on permitting compliance. 3. Provide resources for conducting inspections.
Environmental Compliance	1. ~~Maintain agreements with state certified Contract Laboratories to support environmental monitoring requirements of the HWFP; with the Carlsbad Environmental Monitoring and Research Center, which is a division of the College of Engineering at New Mexico State University to support VOC, Hydrogen, and Methane analysis, and for WIPP Laboratory lease agreements.~~ Comply with Section C.7.4.2 of the contract. (MOD 77)	~~**Carlsbad Environmental Monitoring and Research Center (CEMRC):**~~ **Contract Laboratories:** 1. Conduct environmental and human health monitoring 2. Provide analytical assistance and approved laboratory space for Sandia National Laboratories, Los Alamos National Laboratory and WIPP Labs. (MOD 77)

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Badging and Access Authorization (Clearance) Processing	1. Establish interfaces to provide the processing of facility clearance and registration actions (i.e. badge requests) and the issuance of HSPD-12 approved credentials to all CBFO Program Participants and others requiring access to DOE CBFO facilities, on or off-site.	**WIPP site visitors, SNL-CPG, LANL-CO, Financial Assistance Awardees, etc**.: 1. Submit facility clearance and registration actions (i.e. badge requests) for processing the request and issuing the HSPD-12 approved credential.
Safeguards and Security	1. Provide Safeguards & Security resources to protect DOE assets. 2. Coordinate, and provide relevant information and/or support for site-wide security requirements to include but not be limited to: a. Operational Planning and the Site Security Plan b. Performance assurance, security condition response plans (included in Site Security Plans) c. Surveys, Reviews, and Assessments d. Vulnerability Assessments e. Protective Forces (e.g., armed personnel, specialized equipment, and tactical procedures) f. Classified Visits g. Incidents of Security Concern h. Unclassified Foreign National Visits i. Material Control and Accountability movement or shipment	**WIPP site visitors; Transportation (Carrier) Services Contractor:** 1. Support Safeguards & Security programs communication, coordination, and integration between DOE and its contractors at the site.
Emergency Management	1. Coordinate activation of the WIPP Joint Information Center (JIC) as a central control point to coordinate multi-agency efforts to issue timely and accurate information to the public, news media and project employees. 2. Establish and maintain the ability to respond assist surrounding counties in emergency responses as established under Mutual Aid Agreements (MAA).	**City of Carlsbad and surrounding counties:** 1. Develop, maintain, and abide by formally defined Memorandums of Agreement (MOA) and/or Memorandums of Understanding (MOU)
Other	1. Perform other work authorized in this contract using funds approved by CBFO	1. Request other work authorization in this contract through Was approved by CBFO

11.0 Community Commitment Plan

Our Commitment to You

The Salado Isolation Mining Contractors team pledges to build trusted relationships with regional leaders and citizens through outstanding performance, honest and transparent communication, and active engagement with the community.

I commit that my team will build upon our deep-rooted partnerships with officials and organizations to help address issues and realize opportunities in the City of Carlsbad, the region, and beyond. We promise to position the city and its surrounding communities to continue to build upon their successes and thrive far into the future. This commitment I make to the community is one I have completed and witnessed first-hand as the Manager of the Pueblo Chemical Agent-Destruction Pilot Plant. As your local leader, I will ensure we cultivate a culture of contributing time, expertise, and funds for the benefit of educational outreach, local economic development, and other community support throughout Eddy and Lea Counties. Our Plan successfully accomplishes each of these things.

This is a personal commitment that I make to you on behalf of the SIMCO team.

Ken Harrawood
Program Manager Salado Isolation Mining Contractors

Introduction

The Salado Isolation Mining Contractors (SIMCO) is committed to partnering with local and national organizations in the City of Carlsbad and surrounding areas to enrich the community in which we live, work, and serve. As your contractor of choice for the U.S. Department of Energy's Waste Isolation Pilot Plant, we know our presence onsite is not just to ensure the WIPP site is the premium underground disposal site, but also to be a partner in the local community and regions surrounding the site.

A key accomplishment will be to deliver a cleaner, safer, and more enriched community. This is achieved through the successful operations of the WIPP site, as defined in the contract, but also a promise to the more than 29,000 Carlsbad residents that have grown the city into the thriving community it is today.

As a potential major employer in the region, SIMCO is committed to being a valued corporate citizen that contributes time, expertise, resources, and financial assistance in areas, and that provides for the well-being and advancement of the regions and their residents. This Community Commitment Plan was informed by experiences of current residents and stakeholders who have already formed lasting relationships with Salado Isolation Mining Contractors. They have exceptional track records for engaging in and contributing to the communities in which they operate and where their executives and employees work, live, learn, and serve. They have invested countless volunteer hours and monetary funds in the millions to advance the regions we call home. This continued engagement, investment, and partnership with local officials, economic development agencies, academic

institutions, and charitable organizations has resulted in sustainable benefits for the communities and for the companies. SIMCO will seek mutually beneficial collaborations with community groups, civic organizations, and academic institutions, with federal offices, and with regional elected officials, economic development leaders, religious organizations, residents, and employees.

The Community Commitment Plan is organized as follows:

- Commitment Approach
- Guiding Principles
- Section 11.1: Regional Educational Outreach Programs
- Section 11.2: Regional Purchasing Programs
- Section 11.3: Community Support

This Community Commitment Plan is a living document that will continuously evolve over time to ensure we are meeting the needs of the region. The Plan will continue to be influenced by interactions with leaders in the region, including other site contractors, and by capturing best practices from other DOE site's past and current activities. We will use this information to develop and submit an annual plan for community commitment activities and will report on progress semi-annually. Our community activities will be conducted with transparency through engagement and open communication with our stakeholders and with our customer, and in the spirit of collaboration. We will hold ourselves accountable to achieve impactful positive results.

Commitment Approach

SIMCO is committed to ensuring the success and long-term sustainability of Carlsbad and the surrounding community. The best approach for success and sustainability is for SIMCO and its employees to align with and deliver the mission of the Department of Energy's Office of Environmental Management.

When SIMCO's parent company, Bechtel, assumed the environmental management contract for DOE at its Oak Ridge site, we committed to and fulfilled an extensive community development initiative, including creating $427 million in non-DOE payroll in the surrounding five county area and contributing $5.6 million to the community for educational, cultural, civic, and health and welfare concerns.

SIMCO pledges to not only perform the requirements of the contract, but also recognizes the vital importance of its relationship with the surrounding communities and regions for mission success. SIMCO is committed to providing access to leadership, expertise, and resources to address community needs at the regional level, and economic growth and development at the local level. This mission is one where SIMCO and the local communities can prosper together through collaboration, communication, and investment in mutual interests.

Guiding Principles

- **A holistic approach to community commitment:** Contributing monetary funds is an important aspect of community giving, but a corporate commitment involves sharing resources and expertise to help drive the community forward. Employee volunteerism will be encouraged; executives and employee stewards will provide leadership through community boards and active involvement in volunteer activities.
- **How contributions will be made:** For employee-directed community and economic development grants, funds will be allocated as stated in the Plan. All funding will be used to advance the mission of cultivating an enriched community.
- **Engaging our biggest asset—our employees:** SIMCO and its member companies have a long history of employee volunteerism and generous giving at the

sites they manage. SIMCO will encourage employees to continue their involvement in programs they are passionate about through both company-sponsored and -supported initiatives, and in giving employees a voice in determining where corporate dollars are distributed.

- **Maintaining a set of priorities:** There are countless needs and many potential avenues for spending. SIMCO will strive to continue long-lasting relationships and form deep engagements within the community. The Plan will fully support organizations named with both monetary funds and volunteerism. SIMCO will focus on key areas including community and governmental relations; local college partnerships for workforce development; K-12 science, technology, engineering, and math (STEM) education; support for local United Way organizations; and sponsorship of community centers and institutions that foster the growth of the region.
- **Collaboration with other contractors:** As one of the major DOE contractors in the region, SIMCO will collaborate with the onsite contractors, potash mining industry officials, as well as local oil and gas organizations on opportunities where our resources can be leveraged for even greater impact in the region. Rather than a competition between industries and offices, we will seek opportunities to engage in an integrated approach to generate maximum results for the community.

11.1 Regional Educational Outreach Programs

SIMCO educational outreach programs will encourage, promote, and coordinate STEM education, along with a broader focus on expanding polytechnic and postsecondary education in the region. These initiatives will support workforce development to advance site cleanup, mining capabilities, regional economic growth, and future DOE work in the region and beyond, while extending opportunities to underserved and non-traditional populations.

11.1.1 Partner with Local Universities and Community Colleges

Pursuing a postsecondary education is one of the most important investments one can make to advance themselves both professionally and personally. It also plays an important role in the economic advancement of the Carlsbad community and surrounding areas. SIMCO will commit to helping grow a dynamic and collaborative postsecondary education approach in the region for high school graduates and General Educational Development degree recipients with diverse opportunities to advance their education, participate in on-the-job training programs, and develop in-demand skills and certifications that benefit the DOE Offices of Environmental Management, nuclear energy, and science. This approach will help to retain members of the community after completion of postsecondary

Promoting Diversity in STEM Education.



In

Several employees with Bechtel National, Inc., the EM Hanford Site Waste Treatment and Immobilization Plant contractor, volunteered for the "Introduce a Girl to Engineering" event at the Richland Public Library in Washington during the recent Engineers Week. More than 100 students participated in STEM activities involving pocket-sized robots and tests to see how many coins a makeshift boat of aluminum foil could hold. Volunteers also came from the National Society of Black Engineers, the Society of Women Engineers, and the American Society of Mechanical Engineers.

education and attract new community members to this growing region.

SIMCO recognizes the important need to help grow and support the newly established Southeast New Mexico Community College. SIMCO will contribute annually to the college to support careers that will enrich the local community.

Additionally, SIMCO has a unique advantage to deliver educational support in the engineering and mining industry. Bechtel first got its start known as the "earth movers" when they help to construct one of the seven wonders of the world— the Hoover Dam. From there, the company has completed some of the largest engineering and mining operations in the world, including the Syncrude facility, which was one-third larger than any other mining operation in the world in 1978. Since then, we have been mining for world class assets including copper and gold concentrators, industrial water supply systems, iron ore and bauxite bulk materials handling facilities, refineries, aluminum smelters and phosphate plants. Employing some of the greatest mining engineers in the world, Bechtel and SIMCO have the ability to offer unmatched expertise and knowledge to local students.

In addition to engineering and mining education, SIMCO understands the important of the Carlsbad Environmental Monitoring and Research Center located at the college. SIMCO will support this vital radiochemistry facility with an annual donation. In addition to the monetary funds, SIMCO will help to facilitate internships at the WIPP site. These internships will provide invaluable experience to local students to help start an impactful career to ensure the continued security of the Nation.

Lastly, SIMCO understands the need for medical professionals in the Carlsbad, Hobbs and Loving region. Bechtel will donate to the highly-ranked nursing program already established at the Southeast New Mexico Community College. With this investment will come opportunities for engage with the SIMCO Environment, Safety, and Health leadership team overseeing the onsite work. These highly-trained individuals play an important role ensuring the site is prepared for an environmental or medical event. Students will get on-the-job training and knowledge of the occupational health and safety needs of the WIPP workers.

Through these principal institution investments located in Carlsbad and the surrounding counties, SIMCO, will play an important role in advancing the economic development of the region. SIMCO will encourage inclusion and opportunity for students of various backgrounds, interests, capabilities, and situations.

Additionally, SIMCO employees will contribute volunteer hours to the local colleges to enrich and advance opportunities for students to receive on-the-job training and mentorship. Student programs such as internships, apprenticeships, mentor programs, and other career exploration and advancement activities will be avenues for employee ownership and dedicated involvement to enhance workforce development and student experiences.

11.1.2 Support K-12 STEM Educational Programs

Before SIMCO can make a difference in local secondary education, the team will engage K-12 students in careers unique to the surrounding areas through innovative STEM educational programs.

As an example of partnering with other local entities, SIMCO will provide a grant to not only advance the needs of the college listed above, but also invest in the Boosting Engineering, Science and Technology (BEST)

Robotics programs at middle and high schools in Eddy and Lea Counties.

The BEST program is a middle and high school robotics competition whose mission is to engage and excite students about engineering, science, and technology as well as inspire them to pursue careers in these fields. Each fall, over 850 middle and high schools and over 18,000 students participate in the competition.

SIMCO community leaders will work together with The Ripken Foundation to provide Carlsbad public school system with a new state-of-the-art STEM Center in an elementary school of their choosing for every year of its contract. The center will be a place for young students to practice their critical thinking skills, expand their horizons and be exposed to technological learning. The Ripken Foundation has installed 69 centers across the country, including one in Loving, through its STEM initiative, which aims to increase the number of minority and at-risk youth pursuing higher education and careers in STEM-related fields.

SIMCO will partner with Class Act of Carlsbad to continue its 22-year tradition of keeping teens safe on graduation night. The organization provides a safe, alcohol- and drug-free environment on graduation night as an alternative to activities that put Carlsbad citizens in danger. During the event, SIMCO will provide a scholarship to a lucky recipient in attendance. This is the same amount awarded to graduating high school seniors who are children of Bechtel and Bechtel-affiliated employees worldwide. The Bechtel Scholars program awards $3,000 in scholarships annually to graduates, and would include children of SIMCO employees. Seventy percent of scholarships are awarded to applicants majoring in STEM careers, with thirty percent awarded to students pursuing degrees in all other majors.

11.1.3 Continue Success of the National Science Bowl

A successful initiative sponsored by the Bechtel-led Consolidated Nuclear Securities site at the Pantex Plant in Amarillo, Texas, the National Science Bowl program is a unique student competition. For more than 30 years, the National Science Bowl® is a nationwide academic competition that tests students' knowledge in all areas of science and mathematics. The Pantex Regional Science Bowl program, which encompasses the Texas Panhandle and South Plains region, is one of the most successful in the entire country with more than 25 teams participating every year.

The National Science Bowl was started in 1991 by the U.S. Department of Energy. Each team is comprised of four students, one alternate, and a teacher who serves as an advisor and coach. Teams face off in a fast-paced question-and-answer format, being tested on a range of science disciplines including biology, chemistry, earth science, physics, energy, and math. Beginning in January, more than 9,000 high school students and 5,000 middle school students compete in 115 regional competitions. The winning team from each regional event then competes in the finals in Washington, D.C.

SIMCO will sponsor a program similar to the one at Pantex to help engage high school and middle school students in this unique test of science disciplines.

11.1.4 Establish a Strong Partnership with Junior Achievement

SIMCO will continue to advance one of Bechtel's signature partnership—Junior Achievement (JA). In 2019, Bechtel donated more than $500,000 to the world's largest organization dedicated to give young people the knowledge and skills needed to own their economic success, plan for their future, and make smart academic and economic choices.

As part of this Plan, SIMCO will continue this legacy to build the region's most precious resource: the youth of Carlsbad, Hobbs, and Loving.

In addition to monetary funds from the Bechtel Foundation, SIMCO employees will be encouraged to partner with Junior Achievement of New Mexico to volunteer and teach valuable skills young people need to secure future jobs and improve the quality of life in their communities. These volunteer efforts include K-12 in-class programs, JA High School Heroes™, JA It's My Business!®, JA It's My Future®, and JA Our Community®. A SIMCO volunteer coordinator also will be responsible for advancing the efforts of Junior Achievement in the Carlsbad, Hobbs, and Loving areas.

11.1.5 Showcase Educational Alternatives Opportunities to Secondary Students

Attending college after high school graduation is not always the career path for some.

Bechtel's Partnering with the Local Community Includes Investments .



Bechtel's partnership with the community at Pantex included monetary support for the Step Up to Success Bi-annual conference, hosted by Los Barrios de Amarillo to provide educations about occupations in various career fields

Furthermore, the region and City of Carlsbad have a vested interest in obtaining and attracting qualified manufacturing skilled labor. These trades are often passions that develop early in life and should be fostered through educational programs. With this in mind, SIMCO will partner with the Carlsbad Department of Development and the Southeast New Mexico Community College to develop a College of Applied Technology (CAT) to introduce manufacturing educational alternatives to traditional colleges and institutes. This newly developed alternative will include apprenticeship programs for electricians and automotive mechanics. These initiatives will help to provide a pipeline for workers needed to conduct preventative maintenance on the many machines and vehicles used at the WIPP facility.

SIMCO will help to develop this post-secondary education alternative by providing a roadmap for the citizens of Carlsbad and the surrounding areas to advance workforce development, skills training, and community building for Eddy County.

To foster these important and in some cases vanishing trades, SIMCO will provide an annual scholarship to a high school senior who is pursuing advanced training at the CAT.

11.2 Regional Purchasing Program

SIMCO will capitalize on established relationships with regional leadership and economic development agencies to accelerate regional economic development opportunities. They will engage and continue to build upon an expanded pipeline of regional supplier base, as well as increase the sustainability of the region by continuing to elevate Eddy County as a great place to do business and as a significant contributor to DOE activities beyond the region.

11.2.1 Engage with Regional Leaders on Community Priorities

A SIMCO liaison will be designated as a representative with key communities in the region to collaborate with regional and local leaders on key issues facing the community. The liaison will ensure transparency and provide open communication on important issues as well as report key accomplishments of the site. The liaison shall foster collaboration, contribution, and contractor advocacy within the region. Areas that may be addressed through this advocacy include:

- The shortage of regional housing cited by the Carlsbad Department of Development Office—along with regional economic development leaders—as a barrier to regional growth
- Become an advocate for the city and liaison between city officials and the DOE on issues affecting the community
- Establish a rapport with the Carlsbad Department of Development office, which works to retain and grow local businesses, recruit new ones, and expand economic opportunities for all our residents in Carlsbad and Eddy County. SIMCO will lend support in the Office's mission to seek new ways to create prosperity, promote regional development, and explore opportunities for growth.
- SIMCO will provide a quarterly leadership breakfast where Eddy County community leaders will be invited to interface with the team's senior leadership to provide transparency and information to the community. This event—The SIMCO Leadership Breakfast Series—will be a priority for SIMCO leadership and attendance will be mandatory for the project director.
- Support the Carlsbad public school system in pandemic relief efforts to recover from COVID-19 setbacks.
- Partner with The City of Carlsbad Parks and Recreation department to provide support for developing a master plan for the City's next community park— Veterans Memorial Park. The open space is located on 91.5 acres, near the intersection of Faraday Avenue and Cannon Road.
- Partner with the Pecos Watershed Conservation Initiative to support conservation projects and initiatives that identify strategic conservation opportunities and works to enhance and restore the natural resources and wildlife habitat in the region.

11.2.2 Become an Active Contributor in the Carlsbad Chamber of Commerce

SIMCO will engage the Carlsbad Chamber of Commerce to support their mission to provide leadership, guidance, and support to the business community for the promotion of economic, community and tourism growth.

A designated representation from the SIMCO leadership team will serve as a member of the Executive Board of Directors, which is responsible for the direction and leadership of chamber programs. Additionally, the representative will engage in advocacy initiatives designed by the chamber to support the city, the region, and beyond.

11.2.3 Engage with Local Business and Economic Associations

SIMCO member organizations have been engaged and have formed impactful relationships with local associations and important leadership councils. These relationships have helped shape some of the most effective and prominent initiatives evolving the DOE community and will support the continued growth as the City of Carlsbad.

SIMCO will pledge to become a member of the Carlsbad Department of Development, becoming a true partner in the economic development of the city. SIMCO will provide

a senior leader to participate in strategic planning, and represent Carlsbad on a national level.

11.2.4 Introduce Opportunities via WIPP Updates and Regional Interactions

SIMCO will provide a transparent and collaborative environment for community leaders and economic development organizations through consistent communication. Using the alliances developed and fostered through regional vendors, economic development agencies, community leadership organizations (e.g. Rotary Clubs), Chambers of Commerce, as well as university partners, other contractor and community members, SIMCO will develop a knowledge transfer committee to share site successes and innovative best practices that may be helpful to achieve community goals. Through this group, SIMCO will provide seminars and training to benefit the community. This group will provide a quarterly presentation that will be given during the SIMCO Leadership Breakfast Series.

11.2.5 Promote Development of Alliances within the Region

SIMCO will promote development of regional alliances by identifying and mentoring small businesses and creating success stories by supporting sustainable development of Eddy county-based businesses. This will continue a legacy of New Mexicans providing resources and expertise to the DOE and national security efforts. In collaboration with SIMCO, and local officials, SIMCO will take a leadership role in identifying a broad sustainable approach that helps local businesses expand their capability to other areas of interests within the DOE and to cleanup sites across the country.

Additionally, SIMCO will use its unique mining expertise to support the phosphate and potash mining industry and small businesses. We will conduct an annual mining meet and greet and workshop focused on the mining industry, its partners, and how small businesses can capitalize on working both in the Carlsbad potash mines and the WIPP facility.

11.2.6 Re-establish Reuse Organizations in the Region

SIMCO will collaborate with the City of Carlsbad and the DOE to secure funding for the Advanced Manufacturing and Innovation Training Center (AM&ITC), a Community Reuse Organization funded with a grant from the DOE from Fiscal Years 1998 Through 2007. The Carlsbad Department of Development (CDOD) constructed the AM&ITC at the Carlsbad Airport Industrial Park to support the development of new businesses, projects, and markets for existing businesses through offered programs and capabilities advanced manufacturing training programs. Receiving more than $4 million in grants, the DOE-sponsored program provided a much-need resource to Eddy County.

Bechtel Employees Donate to Meet Community Needs.



Bechtel's leadership encourages employees to engage and volunteer in local communities. In 2019, Bechtel employees donated $6M in money and gifts, as well as numerous volunteer hours to help youth, veterans, and families.

11.3 Community Support

As a major employer, SIMCO and its member companies understand the importance of investing in the region's near- and long-term success by taking a balanced approach to help address important economic needs across Eddy County. As good citizens, SIMCO will strive to elevate the quality of life for residents as well as help to enhance the already rich landscape of economic growth and innovation.

11.3.1 Create an Employee-directed Community Investment Fund

Partnering with the Carlsbad Community Foundation (CCF), SIMCO will establish and invest annually in a community giving fund to support basic needs across the region. The Carlsbad Community Foundation is a charitable nonprofit organization that promotes and enhances the lives of people in Carlsbad and South Eddy County. The Foundation was established in 1978 and has been a primary supporter of education, arts and humanities health and human services and other key issues for four decades. SIMCO will elect an investment advisory committee through a formal nomination process to ensure the committee is representative of the workforce and of the region. The advisory committee will have authority to work with the foundation to call for grants, evaluate submissions, and determine grant awards on an annual basis. An executive sponsor will mentor the committee and the SIMCO Communications Director will guide the process.

The SIMCO approach is similar to the innovative process that is working effectively for the Bechtel-led Consolidated Nuclear Security, LLC at two sites (Pantex Plant and Y-12 National Security Complex), where employee engagement and volunteerism have increased, while the reach and impact of company contributions has expanded. This partnership with CCF will help identify needs and community interests that are underserved or underrepresented across Eddy County and extend funding across a wider array of organizations, while engaging employees and providing them with service opportunities to meet the community needs.

Bechtel-led CNS Investment Advisory Committee.



In December 2019, representatives from 21 East Tennessee nonprofits received grants from the Consolidated Nuclear Security, LLC Community Investment Fund at Y-12 National Security Complex. The Investment Advisory Committee provides expertise, structure, and a contemporary understanding of regional needs. CNS employees have guided more than &1.7M in contributions across both sites through 136 grants since 2016.

11.3.2 Support and Encourage Employee Participation with United Way

SIMCO has an invested interest in the United Way's mission of improving lives by mobilizing the caring power of communities to advance the common good. We recognize the organization's capabilities to effectively improve community health, education, and financial stability. SIMCO will engage leadership in supporting the annual United Way giving campaign and encourage employee contributions. In fact, SIMCO will match up to a predetermined maximum of employee contributions annually.

Along with the annual campaign, SIMCO will partner with the United Way of Eddy County on initiatives including Day of Giving, Stuff the Bus, Food Distribution and Hot

Bechtel Donation to United Way for COVID 19 Response



LoAnn Ayers, President and CEO of the United Way of Benton and Franklin Counties, accepts a $100,000 donation from the Bechtel Group Foundation for its COVID-19 Response Fund.

Meals Program as well as other programs. Throughout the duration of the contract, SIMCO's member companies will demonstrate their commitment to their communities by supporting the United Way financially and by encouraging employee engagement. For example, Bechtel's Nuclear, Security, and Environmental projects contributed more than $500,000 in company funds to local United Way organizations, with additional employee contributions of more than $1.2 million (not including additional contributions to local COVID-19 relief funds).

11.3.3 Partner with the Soldier for Life Program

SIMCO will partner with the Solider for Life Program, which engages and connects the U.S. Army with organizations that can help support soldiers, veterans and their families to create opportunities. SIMCO will work with the organization at U.S. Army Fort Hood to identify soldiers who have the skill set to fulfill open positions at the WIPP facility. SIMCO will provide each soldier will a mentor who can give career support to the employee. Additionally, SIMCO will provide a monthly housing stipend to help support the family as they transition from military to civilian life. SIMCO will aim to sponsor three solders every year of the contract.

11.3.4 Promote Employee Volunteering through Micro-projects and Company Resource Groups

SIMCO will continue support of the United Way and other charitable organizations and encourage employees to give time, expertise, and dollars to their communities through organized volunteer activities. In December, SIMCO will promote a "Month of Volunteer Cheer" initiative and will encourage employees to identify and organize individual microprojects in their communities. This initiative provides a vehicle for employees to get involved in their local communities in the hopes that the project and/or donation will continue to evolve into an employee offering continuous support of a charity or organization that they identify. The company will provide matching funds, based on established criteria, to help supply needed materials for micro-projects.

Bechtel Leads Support at the Y-12 Facility.



Located in the heart of the Appalachian Mountains, Bechtel employees donated $1,300 to Aid to Distressed Families of Appalachian Counties (ADFAC) and collected another $400 from UPF employees for the purchase of school supplies.

11.3.5 Support the Arts Community and Other Initiatives

SIMCO will support the arts community and other initiatives that improve quality of life for regional residents and attract new people to the area. This is an area where SIMCO can engage community leaders and promote growth of the arts to enrich the city of Carlsbad and its surrounding communities. SIMCO will partner with the Carlsbad Museum and Art Center City to sponsor the annual Carlsbad and Loving school exhibitions.

Additionally, SIMCO will engage with the Southeastern New Mexico Historical Society to provide expanded opportunities for youth and adults to be influenced by visual and performing arts.

11.3.6 Provide Incentive for Subcontractors to Invest in the Community

SIMCO will provide incentives for subcontractors to invest in the community by setting up a community matching program. Similar to the employee matching program identified earlier in this section, leveraging subcontractor giving and engagement will help to engage their employees with their communities and enhance their participation in volunteerism. A process and set of criteria consistent with guiding principles noted in this plan will be provided to subcontractors to ensure meaningful contributions are provided to the region.

ATTACHMENT J-9: WAGE DETERMINATIONS

WAGE DETERMINATIONS:
CONSTRUCTION WAGE RATE REQUIREMENTS
(FORMERLY KNOWN AS THE DAVIS-BACON LABOR ACT [DBA])
(MOD 094)

"General Decision Number: NM20260012 01/02/2026

Superseded General Decision Number: NM20250012

State: New Mexico

Construction Type: Heavy

Counties: De Baca, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Roosevelt, Sierra and Socorro Counties in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

ELEC0583-006 01/01/2025

HIDALGO AND LUNA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.00	5%+7.92

ELEC0611-002 01/01/2025

DE BACA, GRANT, LINCOLN, ROOSEVELT, SIERRA & SOCORRO COUNTIES

	Rates	Fringes
ELECTRICIAN		
ZONE 1	$ 40.30	13.41

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Artesia-12 miles, Belen-12 miles, Carlsbad-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Hobbs-12 miles, Las Vegas-8 miles, Los Lunas-12 miles, Lovington-12 miles, Portales-12 miles, Raton-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

ELEC0611-006 01/01/2025

EDDY & LEA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone 1	$ 40.30	13.41

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Artesia-12 miles, Belen-12 miles, Carlsbad-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Hobbs-12 miles, Las Vegas-8 miles, Los Lunas-12 miles, Lovington-12 miles, Portales-12 miles, Raton-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

IRON0495-004 01/01/2023

	Rates	Fringes
IRONWORKER		
Structural	$ 28.05	18.11

SUNM2009-006 09/14/2010

	Rates	Fringes
CARPENTER	$ 22.26	6.20
IRONWORKER, REINFORCING	$ 22.75	9.60
LABORER: Common or General	$ 12.37	0.00

LABORER: Flagger.....$ 10.90 0.00

OPERATOR: Backhoe.....$ 14.03 0.00

OPERATOR: Grader/Blade.....$ 18.79 2.35

OPERATOR: Loader (Front End)....$ 22.07 5.05

OPERATOR: Scraper.....$ 14.03 0.00

PIPEFITTER.....$ 25.64 11.31

PLUMBER.....$ 26.27 7.69

TRUCK DRIVER: Dump Truck.....$ 11.90 0.00

TRUCK DRIVER: Water Truck.....$ 13.72 5.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the

Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took

effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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"General Decision Number: NM20260018 01/02/2026

Superseded General Decision Number: NM20250018

State: New Mexico

Construction Type: Building

County: Eddy County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

CARP1245-004 06/01/2018

	Rates	Fringes
Carpenter Metal Stud Installation Only	$ 24.08	10.79

ELEC0611-018 01/01/2025

	Rates	Fringes
ELECTRICIAN (Excluding Low Voltage Wiring for Alarms) Zone 1	$ 40.30	13.41

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Artesia-12 miles, Belen-12 miles, Carlsbad-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Hobbs-12 miles, Las Vegas-8 miles, Los Lunas-12 miles, Lovington-12 miles, Portales-12 miles, Raton-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

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ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

ENGI0953-007 01/01/2024

	Rates	Fringes
Power Equipment Operator		
(2) Roller(Dirt and Grade Compaction)	$ 26.75	4.65
(4) Bobcat/Skid Loader, Loader (Front End)	$ 27.70	4.65
(8) Crane	$ 31.43	4.65

IRON0495-009 01/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.05	18.11
IRONWORKER, STRUCTURAL (Metal Building Erection Only)	$ 28.05	18.11

PLUM0412-007 01/02/2025

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 43.07	16.60
PLUMBER (Excluding HVAC Pipe Installation)	$ 43.07	16.60

SHEE0049-012 01/01/2024

	Rates	Fringes
Sheet Metal Worker (HVAC Duct and System Installation Only)	$ 37.50	18.51

SUNM2010-006 11/09/2010

	Rates	Fringes
BOILERMAKER	$ 21.77	3.98
BRICKLAYER	$ 20.36	5.74
CARPENTER (Acoustical Ceiling Installation Only)	$ 20.79	0.00

CARPENTER (Drywall Hanging Only)	$ 21.39	2.85
CARPENTER (Form Work Only)	$ 19.79	6.14
CARPENTER, Excludes Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 23.05	0.35
CEMENT MASON/CONCRETE FINISHER	$ 17.72	3.72
DRYWALL FINISHER/TAPER	$ 19.64	2.75
ELECTRICIAN (Low Voltage Wiring for Alarms)	$ 28.25	6.62
FLOOR LAYER: Carpet	$ 22.31	0.30
GLAZIER	$ 20.15	3.95
INSULATOR - BATT	$ 24.44	8.43
IRONWORKER, REINFORCING	$ 20.84	7.68
IRONWORKER, STRUCTURAL, Excludes Metal Building Erection	$ 22.20	8.06
LABORER: Common or General	$ 10.76	2.11
LABORER: Landscape & Irrigation	$ 10.60	0.24
LABORER: Mason Tender - Brick	$ 13.77	4.35
LABORER: Mason Tender - Cement/Concrete	$ 11.51	0.85
LABORER: Pipelayer	$ 13.78	2.20
OPERATOR: Backhoe	$ 22.13	4.30
OPERATOR: Forklift	$ 21.13	4.83
OPERATOR: Grader/Blade	$ 21.39	4.94

PAINTER: Brush, Roller and
Spray, Excludes Drywall
Finishing/Taping.....$ 16.58 1.75

PLASTERER.....$ 17.65 7.15

ROOFER.....$ 15.41 0.00

SHEET METAL WORKER, Excludes
HVAC Duct and Unit
Installation.....$ 22.01 9.65

TILE FINISHER.....$ 14.02 0.00

TILE SETTER.....$ 19.00 0.00

TRUCK DRIVER: Dump Truck.....$ 15.36 5.00

TRUCK DRIVER: Pickup Truck.....$ 15.91 3.13

TRUCK DRIVER: Water Truck.....$ 16.25 5.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts

subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.
The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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ACRONYMS

ACER	Annual Site Environmental Report
ACGLF	Adjustable Center of Gravity Lift Fixtures
ACO	Administrative Compliance Orders
AGV	Automatic Guided Vehicles
AIPT	Acquisition Integrated Project Team
AIS	Air Intake Shaft
AK	Acceptable Knowledge
ALARA	As Low as Reasonably Achievable
AO	Authorizing Official
AoA	Analysis of Alternatives
AODR	Authorizing Official Designated Representative
ATO	Authority to Operate
BECR	Biennial Environmental Compliance Report
BIA	Business Impact Analysis
BNA	Baseline Needs Assessment
BOD	Binding Operational Directives
BOK	Basis of Knowledge for Oxidizing Chemicals
BOL	Bills of Lading
C&A	Certification and Accreditation
CAP	Capital Asset Project
CBFO	Carlsbad Field Office
CCA	Compliance Certification Application
CCE	Chemical Compatibility Evaluations
CCP	Central Characterization Program
CD	Critical Decision
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CEMRC	Carlsbad Environmental Monitoring and Research Center
CESER	Cybersecurity Energy Security and Emergency Response
CFC	Certification of Compliance
CFR	Code of Federal Regulations
CFSR	Contract Funds Status Report
CH	Contact Handled
CHRM	Contractor Human Resources Management
CISA	Cyber Security and Infrastructure Security Agency
CLIN	Contract Line Item Number
CMP	Contract Management Plan
CMR	Central Monitoring Room
CO	Contracting Officer
COR	Contracting Officer’s Representative

COTS	Commercial off-the-shelf software
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment Report System
CPP	Centralized Procurement Program
CRA	Compliance Recertification Applications
CRD	Contract Requirements Document
CRS	Certified Reality Specialist
NCS	Nuclear Criticality Safety
CTAC	Carlsbad Technical Assistance Contractor
CVSA	Commercial Vehicle Safety Alliance
DBT	Design Basis Threat
DEAR	Department of Energy Acquisition Regulation
DHS	Department of Homeland Security
DID	Data Item Description
DNFSB	Defense Nuclear Facilities Safety Board
DOE	Department of Energy
DOE M	DOE Manual
DOE O	DOE Order
DOE-PM	Department of Energy Office of Project Management
DOT	U.S. Department of Transportation
DSA	Documented Safety Analysis
EA	Office of Enterprise Assessments
EAC	Estimates at Completion
EDMS	Electronic Document Management System
EM	Environmental Management
EMS	Environmental Management System
EPA	Environmental Protection Agency
ERO	Emergency Response Office
ESAAB	Energy Systems Acquisition Advisory Board
ETC	Estimates to Completion
EVMS	Earned Value Management System
EVMSD	Earned Value Management System Description
FAB	Fabrication and Assembly Building
FAR	Federal Acquisition Regulation
FASB	Financial Accounting Standards Board
FITARA	Federal Information Technology Acquisition Reform Act
FedRAMP	Federal Risk and Authorization Management Program
FFP	Firm Fixed Price
FIMS	Facilities Information Management System
FIPS	Federal Information Processing Standards
FISMA	Federal Information System Management Act
FOCI	Foreign ownership, control, or influence

FLSE	Federal Life Cycle Site Estimate
FV&A	Foreign Visits and Assignments
FYWP	Fiscal Year Work Plans
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFSI	Government Furnished Services and Information
GPO	Government Publishing Office
GPP	General Plant Projects
HC	Hoisting Capability
HEM	Horizontal Emplacement Machine
HEPA	High Efficiency Particulate Air
HQ	DOE Headquarters
HSPD-12	Homeland Security Presidential Directive 12
HUBC	Historically Underutilized Business Zones
HWA	Hazardous Waste Act
HWFP	Hazardous Waste Facility Permit
IART	Incident Accident Response Team
ICP	Idaho Cleanup Project
ICS	Industrial Control Systems
IDIQ	Indefinite Delivery/Indefinite Quantity
IG	Inspector General
IGCE	Independent Government Cost Estimate
IH	Industrial Hygiene
iJC3	integrated Joint Cybersecurity Coordination Center
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
INL	Idaho National Laboratory
IPABS	Integrated Planning Accountability and Budgeting System
IPMR	Integrated Program Management Report
IRS	Internal Revenue Service
IS	Information Security
ISMS	Integrated Safety Management System
ISSM	Information Systems Security Manager
ISSO	Information Systems Security Officer
LANL	Los Alamos National Laboratory
LANL-CO	Los Alamos National Laboratory Carlsbad Operations
LCC	Life-cycle Cost
LDDR	Lost, Damaged or Destroyed Reports
LQS	Large Quantity Sites
LWA	Land Withdrawal Act
M&O	Management and Operating

M&TE	Measurement & Testing Equipment
M&R	Maintenance and Repair
MAA	Mutual Aid Agreements
MC&A	Materials Control and Accountability
MERRTT	Modular Emergency Response Radiological Transportation Training
MIE	Major Items of Equipment
MLU	Mobile Loading Unit
MOA	Memoranda of Agreement
MOU	Memoranda of Understanding
MSHA	Mine Safety and Health Administration
NDA	Nondestructive Assay
NDE	Non-Destructive Examination
NESHAP	National Emissions Standards of Hazardous Air Pollutants
NFB	New Filter Building
NHPA	National Historic Preservation Act
NIST	National Institute of Standards and Technology
NMAC	New Mexico Administrative Code
NMED	New Mexico Environment Department
NNSA	National Nuclear Security Administration
NRC	Nuclear Regulatory Commission
NTP	National TRU Waste Program
NWP	Nuclear Waste Partnership, LLC
OBS	Organizational Breakdown Structure
OCD	Oil Conservation Division
OCI	Organizational Conflict of Interest
OEM	Original Equipment Manufacturer
OIG	Office of Inspector General
OMB	Office of Management and Budget
OMP	Occupational Medical Program
ONTP	Office of the National TRU Program
OPMO	Organization Property Management Officer
OPSEC	Operations Security
ORFSC	Oak Ridge Financial Services Center
ORNL	Oak Ridge National Laboratory
OT	Operational Technology
PARS	Project Assessment and Reporting System
PBI	Performance Based Incentive
PBS	Project Baseline Summary
PCBs	Polychlorinated Biphenyls
PCRS	Project Control Reporting System
PDB	Performance Demonstration Program
PEMP	Performance Evaluation and Measurement Plan

PEP	Project Execution Plan
PMB	Performance Measurement Baseline
PMP	Project Management Plan
PMR	Program Management Review
POAM	Plan of Action and Milestones
PPA	Property Protection Area
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Plan
QAPD	Quality Assurance Program Document
RAP	Radiological Assistance Program
RCRA	Resource Conservation and Recovery Act
RH	Remote Handled
RI	Request for Information
RMAIP	Risk Management Approach Implementation Plan
RMP	Risk Management Plan
ROD	Record of Decision
RPAM	Real Property Asset Management
RPO	Real Property Officer
RPP	Radiation Protection Program
RTR	Real Time Radiography
S&S	Safeguards and Security
SAR	Safety Analysis Report
SARP	Safety Analysis Report for Packaging
SCDHEC	South Carolina Department of Health and Environmental Control
SEB	Source Evaluation Board
SECON	Security Conditions
SNF	Spent Nuclear Fuel
SNL	Sandia National Laboratory
SNL-CPG	Sandia National Laboratory - Carlsbad Programs Group
SPD	Summary Plan Descriptions
SQS	Small Quantity Sites
SRB	Salt Reduction Building
SRS	Savannah River Site
SSCVS	Safety Significant Confinement Ventilation System
SSP	System Security Plan
STEP	State-Tribal Education Partnership
SUI	Sensitive Unclassified Information
TCO	Technical Coordination Office
TRANSCOM	Transportation and Communication System
TRU	Transuranic
TSCA	Toxic Substance Control Act

TSR	Technical Safety Requirements
UCNI	Unclassified Controlled Nuclear Information
US	Utility Shaft
USFWS	U.S. Fish and Wildlife Service
USC	United States Code
USQ	Unreviewed Safety Question
VOC	Volatile Organic Compounds
VOR	Volume of Record
WAP	Waste Analysis Plan
WBS	Work Breakdown Structure
WCP	WIPP Certified Program
WDS	Waste Data System
WIPP	Waste Isolation Pilot Plant
WSHP	Worker Safety and Health Program
WWIS	Waste Information System