PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT

This is a Cost-Plus-Award Fee Contract with performance-based incentives for the completion of the decontamination and demolition (D&D) and environmental remediation of the East Tennessee Technology Park at the U.S. Department of Energy (DOE) Oak Ridge Site, TN. The contract has a five (5) year base period with a four (4) year option period. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 ITEM(S) BEING ACQUIRED

(a) The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.

(b) The Contract consists of the following work scope, with the associated Performance Work Statement (PWS) as described in Section C:

1) Transition (PWS 2.1)
2) TRU Waste Retrievals, Transfers and Storage (ORNL) (PWS 2.2)
3) K-1065 Operations and ―No Path to Disposition" Waste (ETTP) (PWS 2.3)
4) Environmental Management Waste Management Facility (EMWMF) and Oak Ridge Reservation (ORR) Landfills Management and Operations (Y-12) (PWS 2.4)
5) Surveillance and Maintenance of Facilities and Environmental Monitoring (Y-12) (PWS 2.5)
6) Liquid Gaseous Waste (LGW) and Process Waste Operations (ORNL) (PWS 2.6)
7) Surveillance and Maintenance of Facilities and Environmental Monitoring (ORNL) (PWS 2.7)
8) Surveillance and Maintenance of Facilities and Environmental Monitoring (ETTP) (PWS 2.8)
9) Infrastructure and General Program Activities (PWS 2.9)
10) Post Retirement Medical Benefits and Long-Term Disability (PWS 2.10)
11) Safeguards and Security (PWS 2.11)
12) K-25 Facility D&D (ETTP) (PWS 2.12)
13) Poplar Creek Facilities D&D (ETTP) (PWS 2.13)
14) Zone 1 Interim Record of Decision (ROD) Remediation (ETTP) (PWS 2.14)

15) K-27 Facility D&D (ETTP) (PWS 2.15)
16) K-31 Facility D&D (ETTP) (PWS 2.16)
17) K-1037 Facility D&D (ETTP) (PWS 2.17)
18) Central Neutralization Facility Closure and D&D (ETTP) (PWS 2.18)
19) Toxic Substances Control Act (TSCA) Incinerator D&D (ETTP) (PWS 2.19)
20) Centrifuge Facilities D&D (ETTP) (PWS 2.20)
21) Balance of Facilities D&D (ETTP) (PWS 2.21)
22) Zone 2 Record of Decision (ROD) Remediation (ETTP) (PWS 2.22)
23) Site-Wide Final Record of Decision (ROD) Remediation (ETTP) (PWS 2.23)
24) Landfill Design and Construction (Y-12) (PWS 2.24)

(c) The Contract includes two categories of work: (1) Cleanup, and (2) Operations.

Cleanup work is for D&D, soil & water remediation and landfill design and construction. This work scope is for: PWS 2.12 to PWS 2.24.

Operations work is for the operations of waste facilities, S&M of facilities, infrastructure support, and program support. This work scope is for: PWS 2.2 to PWS 2.11.

(d) The contract consists of the following Contract Line Item Numbers (CLINs):

CLIN 1 – Transition Period – April 29, 2011 through July 31, 2011 (PWS 2.1)

CLIN 2 – Operations (Fee Bearing), Base Period, August 1, 2011 through July 31, 2016 (PWS 2.2 to PWS 2.9)

CLIN 3 – Operations (Non-Fee Bearing), Base Period, August 1, 2011 through July 31, 2016 (PWS 2.10 and PWS 2.11)

CLIN 4 – Cleanup, August 1, 2011 through <u>October 16, 2015</u> (PWS 2.12 to PWS 2.14)

Option #1 – CLIN 5 Operations (Fee Bearing), Option Period, August 1, 2016 through July 31, 2020 (PWS 2.2 to PWS 2.9)

Option #2 – CLIN 6 – Operations (Non-Fee Bearing), Option Period, August 1, 2016 through July 31, 2020 (PWS 2.10 and PWS 2.11)

Option #3 – CLIN 7 – Cleanup, Estimated August 1, 2014 through <u>February 13, 2020</u> (PWS 2.15 to PWS 2.23)

Option #4 – CLIN 8 – Cleanup, Estimated August 1, 2016 through <u>May 31, 2018</u> (PWS 2.24)

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

(a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22, *Limitation of Funds*, total funds in the amount of $54,962,500 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2011.

(b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Contract Cost and Contract Fee for each CLIN.

(a) Within Table B.4-1, the following definitions apply:

(1) *Estimated Cost* is defined as all costs proposed by the Contractor for a CLIN.

(2) *Award Fee* is defined as the amount of fee that may be earned under the Contract for a CLIN.

(3) *PBI Fee* is defined as the amount of fee that may be earned for Performance Based Incentives (PBIs) for each CLIN.

(4) *Available Fee* is defined as the cumulative *Award Fee* and *PBI Fee.*

(5) *Estimated Price* is the sum of the *Estimated Cost* plus *Available Fee (Award Fee* and/or *PBI Fee,* if any).

(b) *Estimated Contract Cost, Contract Fee* and *Estimated Price* are outlined in Table B.4-1.

Table B.4-1 Estimated Cost, Contract Fee* and *Estimated Price ($ Thousands)

CLIN Description	Estimated Cost	Award Fee	PBI Fee	Estimated Price
Transition	$ 7,644			$ 7,644
Operations - Base Period - Fee Bearing	$ 753,837	$ 33,923		$ 787,760
Operations - Base Period - Non-Fee Bearing	$ 129,222			$ 129,222
Cleanup - Base Period	$ 218,652	$ 6,465	$ 25,860	$ 250,977
Base Period	**$ 1,109,356**	**$ 40,388**	**$ 25,860**	**$ 1,175,603**
Option #1 - Operations - Fee Bearing	$ 611,221	$ 27,505		$ 638,726
Option #2 - Operations - Non-Fee Bearing	$ 103,377			$ 103,378
Option #3 - Cleanup	$ 278,631	$ 7,990	$ 31,961	$ 318,582
Option #4 - Cleanup	$ 3,000	$ 81	$ 324	$ 3,405
Options	**$ 996,230**	**$ 35,576**	**$ 32,285**	**$ 1,064,091**
Contract	**$ 2,105,585**	**$ 75,694**	**$ 58,145**	**$ 2,239,694**

B.5 EXECUTION OF CLINS

(a) Sequence of Execution. Upon Contract award, the Transition CLIN will be executed. Upon completion of Transition, Cleanup CLIN 4 will be executed. The remaining Cleanup CLINs (CLIN 7 and CLIN 8) are options (Options #3 and #4), respectively. The strategy for exercising Option #3 is: optimum utilization of the workforce skill mix, optimum sequencing of subcontracts, effective utilization of funding, prompt and timely completion of CLIN #4. The exercise of any option under this contract is a unilateral right of the Government. Factors which the Government may consider in deciding whether or not to exercise an option will include availability of funds, the level of contractor performance and progress in executing cleanup CLIN #4, whether the option continues to fulfill an existing requirement, and whether project risks have been adequately identified and potentially mitigated. The Government may consider additional factors as well. An estimated exercise date for Option #3 (CLIN #7) is indicated in Clause B.2, but may be revised by the Contracting Officer (CO) based on the above criteria. An estimated exercise date for Option #4 (CLIN #8) is indicated in Clause B.2, but may be revised by the Contracting Officer depending on the need for additional sanitary/industrial landfill capacity.

All of the Operations work scope (PWS 2.2 to PWS 2.11) is expected to be required during the entire contract period. Operations CLINs #2 and #3 will be executed upon completion of Transition for the five-year base period. Option #1 (CLIN 5) and Option #2 (CLIN 6) are expected to be executed for the four-year option period.

(b) Execution of CLINs. DOE may decide not to execute an option. If the reason is based on a shortage of funds, see Section B Clause, *Changes to Contract Cost and Contract Fee.*

B.6 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) DOE intends to obligate funding to the Contract in accordance with the following funding profile:

Funding Profile (in $M):

FY11 Transition	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20
8M	71 M	311M	254M	238M	329M	300M	229M	189M	169M	128M

(b) If DOE does not obligate funding within the parameters detailed in paragraph (a) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.

B.7 FEE STRUCTURE

The DOE objective under this Contract is to receive a completed cleanup of the ETTP site that meets or exceeds the Contract performance requirements, and does so within the total estimated contract price and schedule completion date. Incentives are structured to ensure a strong financial motivation for the Contractor to achieve the Contract requirements. As outlined below, there is the opportunity for the Contractor to earn fee based on early completion of CLIN and PWS Completion Milestone dates, which is in addition to the amount available based on Table B.4-1.

(a) The Contract has two incentive fee elements: semi-annual award fee and performance based incentives. The total available award fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or performance based incentives (PBI). These components and available award fee for the Contract term will be provided in the Performance Evaluation Management Plan (PEMP). The PBIs proposed by the Contractor and agreed to by DOE will become a part of the PEMP. The Contractor shall earn fee as detailed below.

(1) A – Semi-annual Award Fee: Upon completion of the transition period, award fee may be earned by achieving performance objectives set forth in the semi-annual Performance Evaluation and Measurement Plan (PEMP) and specific Contract terms below. Semi-annual Award Fee is established for CLINs #2, #4, #5, #7 and #8 as indicated in Table B.4-1 above. See Clause B.10 for award fee administration requirements under the Contract.

(2) B – Performance Based Incentives Fee: Performance Based Incentives (PBI) Fee is established for CLINs #4, #7 and #8 as indicated in Table B.4-1 above. PBIs will be set forth in the PEMP for each PWS work scope in a cleanup CLIN. The completion date for the cleanup CLINs are defined in Section F. PBI fee consists of two elements:

i. Activity Completion Milestones: Incentives are earned and payable upon the Contracting Officer's determination of the Contractor's completion of intermediate milestones for a PWS work scope in a CLIN in accordance with the criteria set forth in the PEMP. The dates are considered as targets.

ii. PWS and CLIN Completion Milestones: Incentives are earned and payable upon the Contracting Officer's determination of the Contractor's completion of a PWS or CLIN in accordance with the criteria set forth in the PEMP. Fee reductions for late delivery are outlined in section B.9, *Performance Based Fee Administration*.

Of the total amount for the Performance Base Incentive Fee, 60% of the amount will be for Activity Completion Milestones and 40% will be for PWS and CLIN Completion Milestones.

(b) The Contracting Officer (CO) will prepare and issue the PEMP prior to the start of the 6 month award period. The CO may solicit input of the requirements to be set forth in the PEMP for the award fee period. Prior to the beginning of each award fee period, DOE and the Contractor shall discuss the requirements to be set forth in the PEMP for the award fee period. In the event the parties fail to agree on the requirements and the evaluation areas, a unilateral determination will be made by the CO prior to the beginning of the evaluation period. The CO may provide draft award fee criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the PEMP without contractor review. The PBIs may be a combination of single year and multi-year. The CO will provide 30 days notice of changes to the PEMP after assignment of facilities, services, and/or any other activities assigned by the CO during contract performance.

(c) The amount of earned total Semi-annual Award Fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the PEMP. Upon the FDO's final determination of the earned award fee for each evaluation period, the Contractor may request the Semi-annual Award Fee amount.

(d) The FDO may authorize payment of an objective PBI once performance is complete and evaluated.

(e) Any unearned award fee from each Semi-annual Award Fee evaluation period will not be eligible to be earned in any future Semi-annual Award Fee period(s).

B.8 DOE AUTHORIZATION OF WORK

DOE will authorize work as follows:

(a) In accordance with Section F, DOE will issue a Work Authorization for authorized work. The Contractor is authorized to conduct work in accordance with the approved Performance Measurement Baseline, and subject to the limitations of the Section B Clause entitled, *Obligation and Availability of Funds*.

(b) Prior to the completion of the Transition Period, the Contractor will prepare an Interim Performance Measurement Baseline (PMB) for DOE approval that will be in effect from the completion of transition until DOE approval of the Contractor's Performance Measurement Baseline submittal.

(c) The Semi-annual Award Fee plans and the Performance Based Incentives for the work authorized will be prepared jointly by the Contractor and DOE, considering the risk of each work element and the contract completion dates. This will be accomplished in an effort of collaboration between the Contractor and DOE. However, DOE reserves the unilateral discretion to modify the PEMP to allocate fee to the associated work.

(d) If the Contracting Officer does not authorize the Contractor to proceed with a work activity, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that activity, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

(e) The Contract Budget Base (CBB) which includes PMB will be limited to the total Contract award amount minus fee. After the PMB has been approved by DOE, the Contractor shall work to the PMB. The Contractor shall develop and maintain the PMB in accordance with Section C, subheading *Project Management*. When required, the CO may make changes within the general scope of the Contract in accordance with the Changes clause. The CO has review and concurrence authority during the Baseline Change Control Process. As additional activities and facilities are deemed available, the Baseline Change Control Process will be utilized for work authorization and Contract modifications to adjust scope and schedule.

B.9 PERFORMANCE BASED INCENTIVE FEE ADMINISTRATION

The Contractor will notify the CO when the Contractor believes a PBI Fee milestone has been completed. The CO will: 1) make a determination whether the requirements of the PEMP have been met, 2) make a determination of whether fee is earned, and 3) notify the Contractor of these determinations within thirty (30) calendar days (or such other time period as mutually agreed to between the CO and the Contractor) after receipt by the CO of the Contractor's notification.

All PBIs are milestones that represent and measure progress toward achieving the completion of the cleanup CLIN as set forth in the PEMP. The fee assigned to the milestone is representative of the importance of the activities leading up to the achievement of that milestone. While the cost of the activities is taken into consideration when determining the fee amount, it is only a part of the consideration. PBI Fee Definitions are set forth in the PEMP.

(a) Milestone Types:

(1) The Activity Completion Milestone Incentive fee will be earned and payable upon successful completion. Schedule Dates are only target dates for each activity. These Milestones are not time-dependent. The fee will be earned and payable when the CO determines the milestone has been completed in accordance with the Activity Milestone Definition Sheets set forth in the PEMP

(2) The Cleanup CLIN and PWS Completion Milestone Incentive fee will be earned and payable when the CO determines the milestones have been completed in accordance with the Milestone Definition Sheets set forth in the PEMP, except for fee associated with early completion. Fee earned based on early completions of CLINs and/or PWSs will be accrued until the end of the Base Period (CLIN #2) of the Contract for Cleanup CLIN #4 and the Option Period (CLIN #5) of the Contract for Cleanup CLINs #7 and #8.

(b) Activity Completion Milestone Incentive Fees are subject to the following condition:

If an Activity Completion Milestone is completed after the associated specific cleanup PWS or CLIN Completion Milestone, the Activity Completion Milestone Incentive Fee will not be earned.

(c) The PWS and CLIN Completion Milestone Incentive Fees are subject to the following conditions:

(1) <u>On-Time Milestone Delivery</u>. If the Contractor completes a PWS or CLIN Completion Milestone on the schedule date in the PEMP, the total fee amount for that incentive is achieved and final.

(2) <u>Late Milestone Delivery</u>. A Late Milestone Delivery date will be established for each Cleanup PWS work scope. The Late Milestone Delivery Date will be a 15% delayed schedule variance based on the total PWS duration established in the PEMP. If the Contractor completes a PWS Completion Milestone after the scheduled Late Milestone Delivery date, the Contractor will earn no PWS Completion Milestone fee for that specific PWS. If the Contractor completes the milestone up to the Late Milestone Delivery date, the amount of fee earned will be decremented based on a linear reduction considering the time between the On-Time Milestone Delivery date and the Late Milestone Delivery date. The same criteria will be used for cleanup CLIN Completion Milestones.

(3) <u>Early Milestone Delivery</u>. An Early Milestone Delivery date will be established for each cleanup PWS work scope. The Early Milestone Delivery Date will be a 15% accelerated schedule variance based on the total PWS duration established in the PEMP. The Contractor can earn an additional amount as defined in the

PEMP, if the Contractor completes a PWS Completion Milestone on or before the scheduled Early Milestone Delivery date. If the Contractor completes the milestone before the On-Time Milestone Delivery date, the amount of fee earned will be linear amount of the additional Completion Milestone Incentive Fee considering the time between the On-Time Milestone Delivery date and the Early Milestone Delivery date. The same criteria will be used for Cleanup CLIN Completion Milestones.

B.10 SEMI-ANNUAL AWARD FEE ADMINISTRATION

(a) Definition:

-Award Fee Evaluation Period" – The six (6)-month evaluation periods upon completion of transition through completion of the contract.

(b) Award Fee: Award fee is available for meeting a combination of objective performance requirements and subjective performance requirements for each award fee component: Project Management Incentive and Cost Incentive. The Award Fee Evaluation Period for the Project Management Incentive and Cost Incentive will be every six (6) months upon completion of transition until the completion of the Contract.

(c) Determination of Available Award Fee Amount Earned:

(1) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of the requirements set forth in the PEMP, including incentives completed during the period, and determine the award fee amount earned for each award fee component: Project Management Incentive and Cost Incentive.

(2) The evaluation of Contractor performance shall be in accordance with the requirements included in this section and set forth in the PEMP.

(d) Schedule for Award Fee Amount Earned Determinations: The Contracting Officer shall issue the award fee amount earned determination for each award fee incentive (Project Management Incentive and Cost Incentive) in accordance with: the schedule set forth in the PEMP; or as otherwise set forth in this Contract. However, a determination must be made within sixty (60) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is provided by the Contractor.

(e) Contractor Self-assessment: Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within ten (10) calendar days after the end of the period. This self-assessment should address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE will review the Contractor's

self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period.

(f) Project Management Incentive: The Project Management Incentive is described in the PEMP. It is based on subjective and/or objective evaluation of important project management performance elements to be developed semi-annually and set forth in the PEMP. Important emphasis areas will include a collection of diverse emphasis areas, such as: general project management considerations, labor management, safety, quality management, technical issue resolution, engineering and construction performance, procurements process effectiveness, and environmental performance, etc. Emphasis will also be placed on the performance of the contractor in meeting legal requirements associated with the work being performed, including the requirement to remain within financial controls placed upon the contractor, as referenced in Section B clause entitled, *Obligation and Availability of Funds*, and the associated monthly financial plans.

(g) Cost Incentive: The Cost Incentive is fully described in the PEMP based on subjective and/or objective evaluation of important cost performance elements to be developed semi-annually and set forth in the PEMP. The primary objective of the Cost Incentive is to incentivize the Contractor to achieve a final actual CLIN cost that is equal to or less than the CLIN Estimated Contract Cost. The Cost Incentive will be evaluated based on a combination of subjective and/or objective evaluation of important cost performance elements to include, but not be limited to cost performance indices, schedule performance indices, management reserve utilization, number and value of variances; significance of variances, and Estimate at Completion based on the Monthly Status Report.

B.11 FEE DETERMINATION AND PAYMENT

(a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP, the Clauses in Section B and elsewhere in this Contract as applicable.

(b) The Contractor shall request CO acceptance of a specific fee-bearing performance measure event. Following Contracting Officer acceptance of a specific fee-bearing performance measure event, the Contractor may request CO approval for payment, subject to withholding by the Contracting Officer as described in Section B Clause entitled, *Fee Reductions*.

(c) At the end of each evaluation period of Contract performance, the FDO will make a final Fee Determination using the PEMP described in the Section B Clause entitled, *Fee Structure*.

B.12 FEE REDUCTIONS

(a) All semi-annual earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:

(1) Section B Clause entitled, *Fee Determination and Payment*;

(2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;

(3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;

(4) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;

(5) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;

(6) Section H Clause entitled, *Key Personnel*;

(7) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity;*

(8) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications;*

(9) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications;*

(10) Section I Clause entitled, *FAR 52.219-16*, *Liquidated Damages – Subcontracting Plan; and*

(11) Section I *Clause* entitled, *FAR 52.243-2, Changes – Cost Reimbursement.*

(b) The maximum fee reduction in any six-month period of Contract performance is the allocated *Semi-annual Award Fee*, as defined in the PEMP that can be earned in the six-month period the event occurred.

B.13 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract.

(a) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled*, Self-Performed Work*, providing meaningful involvement for small businesses will be evaluated after the:

(1) Two year period concluding at the end of the 2nd year of the Base Period of Contract performance;

(2) At the end of the Base Period of Contract performance;

(3) Two year period concluding at the end of the 2nd year of the Option Period of Contract performance; and

(4) At the end of the Option Period of Contract performance.

(b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the Semi-annual award fee earned. The reduction amount may be up to 25% of the Semi-annual award fee earned. The reduction will occur for the current Semi-annual award fee period in which each of the four (4) multi-year periods described above are accomplished.

B.14 ALLOWABILITY OF SUBCONTRACTOR FEE

(a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements,* the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.

(b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.15 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (DEVIATION) (ALTERNATE II) (AUG 2009)

(a) General.

(1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:

(i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and

quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.

(3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.

(4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.

(b) Reduction Amount.

(1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.

(ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

(v) At the end of the Contract:

(B) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or

(C) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

(c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and

(ii) Two (2) Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor

practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per [DOE Manual 232.1A, *Occurrence Reporting and Processing of Operations Information*] requirements; or internal oversight [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

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

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

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

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

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

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

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

(e) Minimum requirements for specified level of performance.

(1) At a minimum the Contractor must perform the following:

(i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Performance Work Statement*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.

(2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Performance Work Statement*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

(f) Minimum requirements for cost performance.

(1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.16 COST CONTAINMENT AND SUBCONTRACTING STRATEGY

One of the key elements of this contract is to achieve continued improvement in overall costs for CLINs. This includes continuous optimization of costs for Operations CLINs as well as Cleanup CLINs. The subcontracting approach is to drive for development of discrete scopes of work which can be competed after award of the Contract. The emphasis for subcontracts will be on lump sum fixed priced contracts, with appropriate options as necessary. The use of fixed unit rate and cost-type subcontracts will be minimized.

Part I - THE SCHEDULE

SECTION C – PERFORMANCE WORK STATEMENT

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C.1 ETTP CONTRACT OVERVIEW AND OBJECTIVES

C.1.1 BACKGROUND

The Department of Energy (DOE) Oak Ridge Reservation (ORR) was created in 1943 as part of the World War II Manhattan Project to support the development of the world's first atomic weapon. The ORR is comprised of three sites: (1) the Oak Ridge National Laboratory (ORNL); (2) Y-12 National Security Complex (Y-12); and (3) East Tennessee Technology Park (ETTP). Y-12 was originally created to enrich uranium; ORNL produced and separated plutonium; and ETTP produced highly enriched uranium. Since that time, the missions of these sites have changed, with each site having a different purpose: ORNL is DOE's largest science, technology and energy national laboratory; Y-12 manufactures, stores, and disassembles nuclear weapon components; and ETTP is being environmentally restored for conversion into a private sector industrial park.

Environmental Management (EM) is a multi-million dollar DOE program in Oak Ridge, with cleanup programs under way to correct the legacies remaining from several years of energy research and weapons production. Because of past practices, portions of land and facilities on the 33,750-acre ORR are contaminated with radioactive elements, mercury, asbestos, polychlorinated biphenyls, and industrial wastes. The ORR is on the U.S. Environmental Protection Agency's National Priorities List and is being cleaned up under a Federal Facility Agreement with the Environmental Protection Agency and the State of Tennessee. In 2009, the program focused on cleanup efforts at ETTP. The most visible project was the ongoing demolition of the massive K-25 Building.

Significant progress has been made in cleaning up large gaseous diffusion buildings, various facilities, and contaminated ponds and soils at this site. Cleanup efforts also continued at the other sites on the ORR. The current focus of the EM Program is completing the high-priority projects of demolishing the K-25 Building, decontamination and demolition (D&D) of ETTP facilities and preparing for cleanup activities at ORNL and Y-12.

C.1.2 CONTRACT PURPOSE AND OBJECTIVES

The purpose of this Contract is to D&D the major facilities at ETTP including K-25, K-27, K-1037, D&D other facilities; remediate associated media; and continue EM activities currently ongoing at ORNL and Y-12. The objectives of this Contract include the following:

- Safely and cost effectively D&D and remediate the ETTP site under the DOE safety bases while maintaining continuity of on-going cleanup operations; and minimizing negative impacts to the existing private sector users of the site.

- Work jointly with the Site Specific Advisory Board (SSAB), regulators, and any other stakeholders to define an end state including waste disposal on and/or off site that ensures sustainable economic use of the site and includes consideration of reindustrialization initiatives;
- Maintaining public and worker safety and health, environmental protection, and reducing risk while performing cleanup;

- Reduce the overall DOE ETTP footprint and landlord costs.

C.2 DESCRIPTION OF PERFORMANCE REQUIREMENTS

The Contractor has the responsibility for managing, integrating, and executing the work described in this Performance Work Statement (PWS). The Contractor shall provide all personnel, facilities, equipment, materials, services, and supplies to complete the Contract work scope, except for the services and information identified as Government-Furnished Services and Information (GFS&I).

The ETTP Contract scope contains both capital and non-capital asset acquisition activities which will be identified as subprojects. Projects/subprojects are to be managed with all applicable requirements of DOE Order 413.3B. The Contractor shall be responsible for the integration and management of all projects/subprojects. The Contractor shall maximize efficient and cost effective methods for completing the work scope using the skill sets of the prime Contractor as well as subcontractors. The Contractor will be the single point of accountability for the ETTP Contract activities, safety and quality assurance programs, regulatory and DOE-EM interface, and project management in performance of this Contract including any subcontracts assigned in accordance with the Section H clause, *Assignment and Administration of Subcontracts*.

The Contractor will support obtaining Critical Decision (CD) approval for work to be accomplished during the term of the contract for all capital and operating work.

The Contractor shall assure that all activities are conducted in compliance with applicable environmental laws. The Contractor shall implement any remaining remedies required by the Zone 1 Record of Decision (ROD). During the conduct of authorized work scope, the Contractor shall also comply with applicable provisions of all other Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) decision documents in effect for the ETTP.

In performance of this Contract, the Contractor shall comply with all applicable laws and regulations, DOE directives as identified in the Section J Attachment A entitled, *List of Required Compliance Documents*.

For facility D&D activities, the target end state is: the building is demolished down to slab, 95% of the slab is assumed to remain as uncontaminated, D&D debris is removed and disposed, subterranean utilities are terminated and remain in place, ancillary support items and/or facilities are removed from the site, and the site is stable.

As noted in Section C.2.8, SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ETTP), facilities currently leased at ETTP may be returned and would be considered to be within the scope of this Contract for D&D.

C.2.1 TRANSITION

C.2.1.1 General Scope

The Contractor shall transition all on-going work scope from the incumbent; transition any subcontract work from the Incumbent to continue under an existing subcontract and complete workforce transition in accordance with the requirements of Section H of this Contract.

C.2.1.2 Key Scope and Requirements
The elements listed below are major elements necessary for transition of the Contract but is not a comprehensive list of all transition requirements.

C.2.1.2.1 Transition Plan

The Contractor shall submit a Transition Plan for DOE approval that provides a description of all necessary transition activities, involved organizations, and transition schedule. The objectives of the Transition Plan are to prepare for implementation of the Contract and minimize the impacts on continuity of operations. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the Transition Period. (See Section J, Attachment B)

C.2.1.2.2 Inter-Contractor Ordering and Financial Agreements

The Contractor shall develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and be responsible for the costs incurred under these agreements.

C.2.1.2.3 Interim Performance Measurement Baseline

The Contractor shall submit an Interim Performance Measurement Baseline covering work to be performed for the first year of execution that details the work activities to be performed while the Contract term Performance Measurement Baseline is being evaluated and approved by DOE. The Contractor will include any proposed Work Breakdown Structure (WBS) in the Interim Performance Measurement Baseline. (See Section C, *Project Management*). (See Section J, Attachment B)

C.2.1.2.4 Status Reports – Transition Activities

The Contractor shall provide weekly status report of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and affected contractors to review transition activities and issues. (See Section J, Attachment B)

C.2.1.2.5 Government-Owned Property

In accordance with the Section H clause, *Government-Owned Property and Equipment Responsibilities for Contract Transition Period*, the Contractor shall conduct a joint reconciliation of the Government property inventory with the predecessor contractor. This information shall be used to provide a baseline for this Contract as well as information to closeout predecessor contract.

C.2.1.2 6 DOE Safeguards and Security (SAS) Survey

During the Contract transition period and prior to assuming control and responsibility for SAS responsibilities, the Contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. DOE Manual (M) 470.4-1, Safeguards and Security Program Planning and Management. The results of the survey shall be documented and form the basis for DOE authorization to assume SAS responsibilities, in particular, responsibility for Special Nuclear Material (SNM). Following the survey, the Contractor shall assume responsibility for all applicable SAS resources, materials, facilities, documents, and equipment.

C.2.1.2.7 Identification of Material Differences

During the Transition Period, the Contractor shall identify any material differences in the systems, facilities, waste sites, property and services described in this PWS and actual conditions at the end of the transition period. The Contractor shall prepare and submit a Statement of Material Differences (See Section J, Attachment B). If the Material Differences require revisions to the contract, the Contractor will submit a change proposal in accordance with Section I, *Changes-Cost Reimbursement*, to reconcile the material differences with the Contract.

C.2.1.2.8 Performance Evaluation Management Plan (PEMP)

During the Transition Period, the CO will prepare and issue the PEMP for the first award fee period. (See Section B, *Fee Structure*).

C.2.1.2.19 Contractor's Approach

During the Transition Period, the Contractor shall brief workers, Federal staff and stakeholders on the Contractor's approach and commitments for accomplishing the PWS.

C.2.2. TRU WASTE RETRIEVALS, TRANSFERS AND STORAGE (ORNL)

C.2.2.1. Sludge Retrievals and Transfers

The objectives of the transuranic (TRU) Sludge Transfer activities are to provide collection and transfer operations for TRU waste sludge from collection tanks in Bethel Valley and Melton Valley to the Melton Valley Storage Tanks (MVST) for processing at the Transuranic Waste Processing Center (TWPC). In addition, support to TWPC will be required to assist in the characterization and preparation activities for sludge processing.

The MVST facility (Building 7830) is planned to be used as a consolidation facility by the TWPC for collection of sludge transferred from satellite tanks at ORNL (Tanks W-21, W-22, W-23, W-35, W-37, C-1, and C-2). Tank W-35 of the Capacity Increase Project is planned to be used to serve as a batch mixing tank for feed to the TWPC for processing, and will be operated by the Contractor in cooperation with TWPC. All of these tanks are currently managed by the incumbent contractor, however, it is expected that the Building 7830 tanks will be transferred to the TWPC for use in sludge operations in FY 11 or 12. The satellite tanks have been in stand-by mode for several years and will likely require repairs and refurbishment of the sludge mixing and transfer equipment prior to operation. Support to DOE and the TWPC will be required to collect sludge depth measurements and sludge samples from within these tanks as required to support project planning and characterization.

Specific activities required include the following:

C.2.2.1.1. Tank Maintenance and Repair

Assess and provide repairs to the existing sludge transfer system to recover the system from several years in stand-by mode. This activity may include:

- Assess the condition and provide repairs and recertification for equipment required to mix and transfer sludge from tanks W-21, W-22, W-23, W-35, W-37, C-1, and C-2. Major equipment and repairs may be required for new software for pumping control systems, replacement of valve skids, replacement of heat tracing on pipes and replacement of hoses connected to charge vessels, refurbishment of off-gas system and replacement of Moyno pumps. Tanks C-1 and C-2 will require procurement and installation of new valve, jet pump and off-gas skids and a new control system. Procurement and installation of two new charge vessels will be required for Tank W-37 and these charge vessels will require new hoses to connect to the existing pipe bridge.

- Provide modifications to the Liquid Gaseous Waste Operations Documented Safety Analysis as required. Conduct appropriate level of readiness assessment as required to initiate operations.

C.2.2.1.2 Support for TRU Sludge Characterization

- Obtain sludge samples and depth information from various tanks to support characterization and analysis by TWPC.
- Prepare work packages required to collect sludge.

C.2.2.1.3 Support for TRU Sludge Consolidation

- Prepare plans, procedures, interface agreements, and safety documentation required for tank mixing and transfer operations.
- Assess and re-commission sludge mixing and transfer systems in each tank as required.
- Operate the MVST-Capacity Increase Facility and Tank W-35 mixing equipment for the consolidation of large sludge batches to be transferred to the TWPC.
- Support sludge characterization activities e.g., sampling sludge batches in Tank W-35 and transferring samples to the TWPC for analysis.
- Mix and transfer sludge from W-21, W-22, W-23, C-1, C-2 and W-37 to either Bldg 7830 or tank W-35.

C.2.2.2 TRU Debris and Soils Waste Transfers

TRU Waste Container Transfer Operations - The scope of this activity includes the retrieval of drums, casks, boxes or other containers of solid transuranic waste from waste storage facilities and the transfer of them to TWPC as requested for processing. Specific containers may be either remote-handled waste or contact-handled waste. Transfer activities will be made as requested by the TWPC, and may require selection of specific containers that will require retrieval from within a larger population of waste in a storage facility. Transfer will require compliance with transportation requirements in the Transportation Documented Safety Analysis. Specific activities may include but not be limited to:

C.2.2.2.1 Contact Handled (CH)-TRU activities may include:

- Retrieve and transfer ~250 drums of legacy CH-TRU waste from storage as requested by the TWPC and transfer to the TWPC includes preparation and review of waste transfer records and documentation.
- Retrieve TWPC selected and WIPP approved CH-TRU waste containers from storage and load CH-TRU waste containers onto the transport vehicle (in secondary containment, as required).

- Transport the CH-TRU waste containers from TRU storage facilities to the TWPC, where the waste containers will be offloaded by TWPC.

- Accept non-compliant waste from the TWPC and transport to appropriate waste storage facility.

- Provide radiological support/monitoring for CH-TRU waste retrieval and transfer operations.

- Solid Waste Storage Area (SWSA) 5 Material Retrieval and Processing Activities including:

  - Document preparation to support retrieval, interim storage, transfer for processing, packaging into approved Department of Transportation (DOT) container, sampling and analysis, transportation to a designated DOE facility.

  - Prepare for and conduct readiness review including operational demonstrations.

  - Accept material for interim storage at the designated facility. (The cost of the approved DOT containers and final disposition at the designated DOE site will be provided by the DOE site.)

  - Retrieve containers of SWSA5 material; place into interim storage; transfer containers to appropriate facility for opening, processing, analyses, packaging and loading into DOT package.

  - Receive containers in compliant DOT package from processing facility for interim storage pending receipt of analytical results.

C.2.2.2.2 Remote Handled (RH)-TRU activities may include:

- Maintain documentation, including waste handling and shipping procedures and safety basis documentation required for the onsite transfer of RH-TRU waste to the TWPC.

- Retrieve ~195 casks and ~150 drums of Waste Isolation Pilot Plant (WIPP) approved RH TRU waste streams from storage bunkers and transfer as requested by TWPC.

- Load RH-TRU waste casks from storage bunkers into liners and over-packs to be provided by TWPC.

- Retrieve and load over-packed SWSA 5N RH-TRU waste casks from staging areas onto transport vehicle.

- Transport over-packed RH-TRU waste casks to the TWPC loading dock, where the waste containers will be offloaded by TWPC.

- Provide radiological support/monitoring for RH-TRU waste retrieval and transfer operations.

C.2.2.3 TRU Storage

This PWS element is to provide safe, compliant, and cost-effective storage of solid TRU waste in storage facilities located at the ORNL and to facilitate mortgage reduction by closing storage facilities after the inventory has been removed.

The waste inventory at ORNL is stored primarily in the following facilities:

- 7572 and 7574 CH-TRU Waste Storage Facilities
- 7826 and 7834 Below Grade TRU Waste Storage Cells
- 7855 RH-TRU Cask Bunker
- 7879 CH-TRU/LLW Staging Storage Facility
- 7883 RH-TRU Cask Bunker
- 7823, 7823B, 7823C, 7823D, 7823E Waste Storage Facilities
- 7802ND and 7802NS
- 7824, 7826 Waste Storage Facilities
- Portable Unit
- CT8-7800 Waste Storage Pad
- 7827 and 7829 RH LLW Storage Wells
- 7822K Radioactive Waste Storage Pad

C.2.2.3.1 Newly Generated TRU Waste Pickup

The Contractor shall operate and maintain systems to retrieve newly generated TRU waste from ORNL waste generators and deliver waste to storage facilities or the TWPC as required for processing. All transportation activities shall be in compliance with transportation requirements in the Transportation Documented Safety Analysis.

C.2.2.3.2 TRU Treatment Contract Support

During waste processing operations for TRU waste, provide support to DOE and the TWPC to properly integrate activities for accomplishment of the TRU waste program. Activities may include but not be limited to:

- Providing routine interface with DOE-ORO and TWPC on regular basis to support waste processing activities, including assistance in providing overall integration between TWPC and the Contractor.

- Providing detailed knowledge of waste in waste storage facilities to support development of waste characterization information by TWPC and Central Characterization Project (CCP).

- Providing waste tracking information as required by DOE.

- Providing status updates and status reports to support baseline monitoring.

- Attend meetings as required to support integration and informational needs for DOE, such as daily planning meetings, weekly integration meetings, Project Status Review meetings, and other meetings as required to properly integrate activities between all parties involved in the processing of TRU waste.

- Provide day-to-day observance and evaluation of TWPC activities.
- Assess and report to DOE waste treatment progress against schedule.
- Provide day-to-day engineering analysis and planning for integration of waste processing objectives for the TRU project.

- Provide other support to DOE as required for proper integration of TRU waste activities between the contractor and TWPC.

C.2.3 K-1065 OPERATIONS AND —NO PATH TO DISPOSITION" WASTE (ETTP)

This primary scope of work includes but is not limited to:

- Waste storage and transfer operations at K-1065 and Site Treatment Plan compliance.

- Storage of approximately 220 containers of waste identified in Section C, Attachment C which currently have no identified path to disposal, and develop alternatives for disposal.

- Storage and surveillance and maintenance (S&M) of nickel material in K-1065. (Note this may include assisting the DOE Reindustrialization Program with the final disposition of nickel material.)

Facilities included in this scope include, but may not be limited to those listed in Attachment A of this Section.

C.2.4 ENVIRONMENTAL MANAGEMENT WASTE MANAGEMENT FACILITY (EMWMF) AND ORR LANDFILLS MANAGEMENT AND OPERATIONS (Y-12)

C.2.4.1 EMWMF Management, WAC Attainment and Operations

The Contractor shall operate and maintain the EMWMF for disposal of waste from all ORR CERCLA projects/activities. Responsibilities include but are not necessarily limited to:

- Placement of received waste materials in compliance with all approved operating requirements and the Record of Decision.

- Operation and maintenance of the facility, including closure of existing cells, in compliance with all applicable environmental regulations and the Record of Decision.

- Management of the EMWMF waste acceptance criteria (WAC) process in accordance with approved plans and procedures to maintain compliance with stakeholder agreements while maximizing the cost-effective use of the EMWMF capacity.

- Waste lot profile preparation assistance, and review and approval of WAC compliance for all waste generating projects.

- Integration of waste generation forecast information from all generating projects into Waste Generation Forecasting and Waste Shipment Forecasting systems.

- Preparation of the annual Capacity Assurance Remedial Action Report (CARAR) summarizing EMWMF utilization during the previous year and forecasting remaining capacity and utilization rates.

C.2.4.2 ORR SANITARY/INDUSTRIAL AND CONSTRUCTION/DEMOLITION LANDFILLS LOCATED AT THE Y-12 SITE

The Contractor shall operate and maintain the following sanitary industrial landfills and Spoil Area:

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

The landfills shall be operated in accordance with permits, regulations, and orders. The Contractor shall accept and disposition waste meeting the WAC from all three sites and approved generators. The Contractor shall also be responsible for waste operations in a manner that cost effectively maximizes use of sanitary/construction landfills over other disposal sites.

C.2.5 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (Y-12)

The Contractor shall perform S&M using a graded approach of EM-owned Y-12 sites and facilities to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, (including site studies and/or characterization) safety and security requirements through the Contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control, landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement, HVAC maintenance, elevator maintenance, and instrumentation calibration. Removal actions shall be considered as a viable alternative to continued S&M where appropriate. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are

followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall also provide the necessary S&M to maintain protectiveness following remedial action, monitor to assess the effectiveness of remedial action, and coordinate EM Program environmental monitoring throughout the ORR. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making. Surface water and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify reduction of off-site contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides, such as metals, organics, and PCBs) will be performed to ensure that remedial actions are protective of human health.

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, Federal Facilities Agreement (FFA) Appendices, Administrative Record (AR), and the Hazardous Solid Waste Amendment (HSWA) permit appendices for the entire ORR. The Administrative Record support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and Explanation of Significant Differences (ESD) information sheets.

Manage and update the Oak Ridge Environmental Information System (OREIS) database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

See Attachment B of this section for sites and facilities.

C.2.6 LIQUID/GASEOUS WASTE (LGW) AND PROCESS WASTE OPERATIONS (ORNL)

The scope of this element includes operations, maintenance and management of the ORNL Liquid Low Level Waste (LLLW) System, Gaseous Waste System and Process Waste System generated from the respective operations.
The purpose of this activity is to support routine operation and maintenance of the LGW Systems at ORNL to ensure that the systems are available to accept, treat, store and/or dispose of liquid and gaseous waste produced by ongoing research and development, environmental restoration, and other programs at ORNL. The basic approach is to collect this waste, achieve volume reduction by processing it through an evaporator whenever possible, and either storing

or providing further treatment of the secondary waste streams resulting from the evaporation process.

The major facilities requiring operation and maintenance include the following:

- LLLW Evaporator Facility
- Melton Valley Storage Tank Facility
- Melton Valley Storage Tank Annex Facility
- Bethel Valley and Melton Valley Monitoring and Control Stations
- LLLW tanker operations
- LLLW collection and transfer system (tanks and pipelines)
- Waste Operations Control Center (3130)
- LGWOS Change house (2101)
- LGWOS Spare Parts Facility (7582)

C.2.7 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ORNL)

The Contractor shall perform S&M using a graded approach of EM-owned ORNL sites and facilities to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, (including site studies and/or characterization) safety and security requirements through the contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control, landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement, HVAC maintenance, elevator maintenance, and instrumentation calibration. Removal actions shall be considered as a viable alternative to continued S&M where appropriate. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making.

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

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, and CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, FFA Appendices, Administrative Record, and the HSWA permit appendices for the entire ORR. The AR support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and ESD information sheets.

Manage and update the OREIS database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

The Contractor shall maintain sodium and lithium materials in safe storage configuration at ORNL (Melton Valley) and continue all required S&M activities for the Contract period. The Contractor shall disposition materials in accordance with D&D schedules for the storage facilities.

Shielded Transfer Tanks (STTs): The Contractor shall perform surveillance and maintenance of the STTs (contents and tanks) RD-C-48, 47, -43, 7L42-208 and RD-C-44 (TRU). The Contractor may vent and conduct analyses as necessary to ensure container integrity.

Trench 13: The Contractor shall comply with all deliverable requirements contained in the Site Treatment Plan for Trench 13 waste located in Melton Valley. This includes the completion of an engineering study to assess the costs and implementation risks associated with removal and disposition of the waste, and long and short term in place management of the trench 13 materials. After preparation of the study, and subsequent consultation with DOE, the Contractor shall prepare a detailed plan for disposition of the Trench 13 material. Plan execution is contingent upon DOE authorization.

Molten Salt Reactor Experiment (MSRE): The Contractor shall perform surveillance and maintenance through the period of the Contract. Removal of fuel salts is contingent upon DOE authorization.

Tank W1A Removal Action: The contractor shall remove contaminated soil, the Tank W-1A shell, and the tank's concrete support structures, and provide packaging, and transportation for disposal at NNSS. Approximately 22 CY of TRU waste may be generated and will be packaged in approved 55-gallon steel containers. These containers will have approved drum vents and

sampling ports. The TRU waste will be transferred to a storage facility prior to transfer to the TRU Waste Processing Facility.

The contractor shall prepare any required project closeout documentation and prepare/revise required regulatory documentation (e.g. removal action memoranda, Removal Action report, etc). Upon completion, site shall be stabilized as necessary for regulatory compliance and/or safe configuration.

The contractor will evaluate the need to implement near term actions to prevent recontamination of the Tank W-1A excavation area from the contamination present in the soil area surrounding the north pipeline that fed Tank W-1A, until a final removal action is implemented for that area. The contractor shall make a recommendation to DOE by September 1, 2011.

Contingent upon funding and specific authorization from DOE, the contractor will conduct a Removal Action in the north pipeline soil area, after reaching agreement with the Environmental Protection Agency and Tennessee Department of Environment and Conservation on scope and schedule, and for preparing the supporting regulatory documentation.

See Attachment B of this section for sites and facilities.

C.2.8 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ETTP)

The Contractor shall perform S&M using a graded approach of all EM-owned ETTP areas and facilities (ex., K-25, K-27, etc.) to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, safety and security requirements through the contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control, landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement, HVAC maintenance, elevator maintenance, and instrumentation calibration. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall be responsible for all landlord activities for the ETTP not otherwise provided under DOE lease or contract. Landlord activities that are otherwise provided under DOE lease or contract at the beginning of the contract are subject to change during the contract. Facilities may transfer in or out of DOE control as lease actions transpire. The Contractor shall be responsible for adding/deleting these activities to/from its responsibility. Activities could include utility verification, reconfiguration and/or deactivation both from a D&D perspective or S&M perspective.

Community Reuse Organization of East Tennessee (CROET)-furnished services are required in the performance of S&M activities. The Contractor shall provide electrical power to the ETTP site including secondary power system management, operations, maintenance, deactivation and demolition. The Contractor shall coordinate with operating contractor at Y-12, the current

manager and operator of the primary power system. Power is purchased via DOE contract with the Tennessee Valley Authority.

The Contractor shall be responsible for supporting ongoing DOE responsibilities associated with the transfer of utility and roadway infrastructure at ETTP to the City of Oak Ridge and with the provision of Fire Protection and Emergency Response Services by the City of Oak Ridge. This support shall include, but is not limited to, meeting DOE obligations under existing agreements with the City of Oak Ridge and providing support for the negotiation of new agreements or the renegotiation of existing agreements, as necessary. The Contractor shall support the City of Oak Ridge bio-solids land application.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making. Surface water and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify reduction of off-site contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides, such as metals, organics, and PCBs) will be performed to ensure that remedial actions are protective of human health.

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, FFA Appendices, Administrative Record, and SWMU and AOC records for the entire ORR. The Administrative Record support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and ESD information sheets.

Manage and update the OREIS database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

Facilities included in this scope include, but may not be limited to those listed in Attachment A of this Section. Attachment A includes leased facilities; however, the Contractor, with limited exception (e.g., electrical system facilities) is not responsible for S&M of leased facilities.

C.2.9 INFRASTRUCTURE AND GENERAL PROGRAM ACTIVITIES

The following scope is to support site infrastructure and other general programs necessary for the execution of the ETTP Contract as well as support of the ORR.

C.2.9.1 Site Support (i.e., Quality Assurance, Radiation Protection, ES&H and Occupational Safety)

Health and Safety

The Contractor shall provide for health programs/ambulatory care, beryllium and radiation worker health surveillance programs and personnel monitoring program. These services are required to assess, monitor, record data, and provide medical support for current site workers who are or may be exposed to radiological and hazardous materials. The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE. Medical records shall be maintained in accordance with Public Law 102-484 and 10 CFR 851, and will last until the program and documents are turned over to DOE at the end of this Contract.

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

The Contractor shall meet occupational safety and health requirements (including but not limited to Integrated Safety Management, industrial safety, fire protection, construction safety, firearms safety, explosive safety, industrial hygiene, pressure safety and motor vehicle safety) for EM program operations and conditions. Occupational safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Quality Assurance

The Contractor shall perform work on site in accordance with applicable quality assurance requirements. Quality assurance requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Radiation Protection

Consistent with 10 CFR 835 and the Departmental Implementing Guides, the Contractor shall conduct site activities in compliance with a DOE approved Radiation Protection Program to

minimize occupational exposure to internal radiation, direct, external exposure to ionizing radiation as well as to minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities. Radiation protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Reservation Management

The Contractor shall contribute resources to support management of Natural Resource, Cultural Resource, Roads and Grounds, Utilities, Emergency Management, Joint Information Center, Information, and miscellaneous initiatives.

C.2.9.2 Reindustrialization Support

The Contractor shall provide support to the DOE Reindustrialization program including CROET support, use of CROET furnished services, marketing, public outreach, lease administration (including initiation, consummation and closeout), property transfer, NEPA, material recycling, general administrative support, and document preparation. The Contractor will provide telephone billing support to DOE for customers located on leased or transferred property. The Contractor will not be liable for non-payment by those customers.

C.2.9.3 Analytical Services (Sample Management Office (SMO) Integration)

The Contractor shall provide Analytical Services and/or Laboratories as required to provide analytical data with sufficient quality to meet data quality objectives. The Contractor shall support in the DOE Consolidated Audit Program (DOECAP) for analytical services laboratories and waste treatment, storage, disposal, and recycling facilities (TSDFs). Such audit support shall be limited to those laboratories and TSDFs related to the Oak Ridge activities under the contract.

Analytical Services and laboratories shall be operated in accordance with one or more of the following references: 10 CFR 830.120, DOE Order 414.1, ASME-NQA-1, ANSI/ASQC E4, and/or ISO 9000.

C.2.9.4 Legal Management

The Contractor shall maintain a legal function and demonstrate sound litigation management practices to include litigation, arbitration, legal advice on environmental matters, procurement, employment, labor, and the Price-Anderson Amendment Act. The Contractor shall also review and interpret legislation and laws; research and draft memorandum, and manage and oversee outside legal counsel.

The Contractor shall provide litigation support to the Government when judged necessary by DOE in cases of actual or threatened litigation, regulatory matters, or third-party claims. Litigation support includes, but is not limited to: case preparation assistance; document retrieval, review and reproduction; witness preparation and testimony; expert witness testimony;

and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding.

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

C.2.9.5 Transportation Services

The Contractor shall be responsible for infrastructure services including, but not limited to, transportation, traffic management, shipping/receiving, vehicle maintenance/management, equipment maintenance/management, operation and maintenance of the Radio Frequency Identification Transportation System (RFITS) and mail services.

C.2.9.6 Fire Protection and Emergency Response (City of Oak Ridge Integration)

The Contractor shall provide Emergency Management Services to include emergency planning and preparedness as well as response to possible incidents involving nuclear, radiological and hazardous materials on site.

Emergency management shall be performed at the levels specified in Section J, Attachment A, *List of Required Compliance Documents*, until the major nuclear facilities' hazards are removed or ameliorated, or the facilities are demolished. A reduced level of emergency services may be allowed once the major hazards are removed and as DOE approves them.

The Contractor shall maintain a fire protection program that supports a level of fire protection and fire suppression capability sufficient to minimize losses from fire and related hazards. Fire protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents* and Attachment J, *Fire Protection Program Requirements*.

C.2.9.7 Records Management and Relocation

The Contractor shall provide a records management program. This includes, but is not limited to, maintenance, storage, protection and disposition of active and inactive records, retrieval of archived records, and support of or to ongoing discovery efforts for litigation. All records subject to the management of the Contractor, including records created prior to the effective date of this contract, are to be inventoried, scheduled and dispositioned prior to contract closeout.

Records required for post closure Long-Term Stewardship (LTS) should be identified and managed appropriately. This includes, but is not limited to, Geographic Information System, OR Environmental Information Management System, and CERCLA and Freedom of Information Act (FOIA) Reading Room documents. The Contractor shall provide a complete records inventory list in a hardcopy and electronic format to the post-closure records custodian identified by the

CO. The Contractor shall lease and maintain a CERCLA required Reading Room through Contract closeout.

C.2.9.8 Environmental Permits Management

Where applicable, consistent with the provisions of Section 121E of CERCLA, the Contractor shall obtain, maintain, and comply with environmental permits as required and allowed by law such as, but not limited to, the RCRA; the substantive requirements of the CERCLA; the Clean Air Act; the Clean Water Act; and the OR FFA. Environmental protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.9 Long Term Stewardship Considerations

The Contractor shall consider LTS issues in the cleanup decision-making processes. Even though the LTS activities after site closure are not included in the scope of this contract, the activities, plans, and infrastructures needed to provide for the site's successful transition to LTS are included.

The Contractor shall support DOE in its efforts to provide properly placed institutional controls and engineered controls that are consistent with the CERCLA commitments. The Contractor shall provide surveillance and maintenance required to maintain protectiveness prior to cleanup, monitor to assess the effectiveness of cleanup, and coordinate environmental monitoring throughout the ORR.

The Contractor shall assist DOE's analysis of site transfer readiness into LTS. The readiness analysis shall include the following: authority and accountability, site conditions, engineered controls, institutional controls, regulatory requirements, management of financial and human resources, information management, public outreach, and management of natural, cultural and historical resources.

The Contractor shall assist DOE in coordination and communication regarding LTS planning and transition with involved parties including local stakeholders and regulators.

The Contractor shall assist DOE with the development and distribution of the annual report on the effectiveness of institutional and engineering controls for transferred property. This applies to the property transferred to CROET prior to the completion of this Contract.

C.2.9.10 Support DOE Natural Resource Damage Assessment

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

C.2.9.11 Historic Preservation

The Contractor shall ensure that cultural resource management issues are considered early in the environmental cleanup decision-making process, and shall ensure compliance with applicable laws governing cultural resources and historic preservation such as, but not limited to, the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act (ARPA), the Archaeological and Historic Preservation Act, the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and Executive Orders 11593 and 13287. The Contractor is to support DOE by ensuring that information needed to comply with these requirements is collected and compiled, processes prescribed by these requirements are followed, and that necessary reports are prepared, cleared for public release, and submitted in a timely manner. This support will include, but not be limited to, development and/or implementation of any Memorandum of Agreement(s) with related actions required for compliance.

C.2.9.12 Public Relations and Media Support

The Contractor shall provide public relations services to include but not limited to stakeholder support, media relations, tours, visits, access to documents, update the Public Involvement Plan every 3 years, and prepare a Preliminary Assessment/Site Inspection Report. The Contractor shall provide necessary technical support to DOE and the FACA-chartered SSAB.

C.2.9.13 Audit Support Services

The Contractor shall provide audit support services for General Accounting Office, Inspector General, Defense Nuclear Facilities Safety Board, Environmental Protection Agency, Tennessee Department of Conservation (TDEC) and other external audits that examine and evaluate EM program activities.

C.2.9.14 Nuclear Safety

The Contractor shall develop and maintain the safety analysis and controls for nuclear facilities, operations, and activities. Readiness determinations for restart of activities and for start-up of new activities shall be required to demonstrate readiness to safely start the activity. Nuclear safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.15 Nuclear Criticality Safety

The Contractor shall establish and maintain a criticality safety program that (1) applies to fissionable materials that are produced, processed, stored, transferred, disposed, or otherwise handled, (2) evaluates and documents operations with fissionable materials which pose a criticality accident hazard, (3) utilizes a graded approach that is responsive to changing

conditions resulting from various stages of facility D&D, (4) provides for mitigation of consequences to personnel and property from a criticality accident, and (5) addresses nuclear safety requirements established by laws and regulations, as well as applicable American Nuclear Society/ American National Standards Institute (ANSI) nuclear criticality safety standards identified directly or referenced in the requirements set appended to this contract. Nuclear criticality safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.16 Administration of Pension and Benefits Services at ORR, Portsmouth and Paducah Sites

The Contractor shall administer the Multi-Employer Pension Plan (MEPP) and Multiple Employer Welfare Arrangement (MEWA) for eligible employees in accordance with terms and conditions in Section H.

C.2.9.17 Project Management

The Contractor shall prepare the Performance Measurement Baselines (PMB) and project baseline documentation for each capital asset acquisition project as required by DOE O 413.3B. The Contractor shall provide all management and technical information to:

- Support DOE in meeting any applicable requirements of DOE O 413.3B. Program and Project Management for the Acquisition of Capital Assets, Attachment 2 and associated DOE 413.3 guidance documents including DOE Guide 413.3-8 *Environmental Management (EM) Cleanup Projects*;

- Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and, budget presentations (such as public and regulatory briefings, etc.);

- Meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;

- Support audits, evaluations, and external technical reviews; and

- Support other DOE project performance assessments and information needs.

All project management information developed under this contract shall be accessible electronically by DOE.

In support of the ORO-EM Integrated Baseline development, the Contractor shall provide the baseline information to DOE and its support contractor(s).The Contractor shall develop baselines for work to be performed. These baselines shall be resource loaded and define in detail the work to be performed, including technical, cost, schedule requirements, and performance milestones based on the latest funding level (or projections) and current progress of the project. They will be consistent with the baseline control process, DOE programmatic and

budget guidance, regulatory agreements and requirements, and other direction, if any, from DOE.

The Contractor shall ensure the PMB remains aligned with the contract terms to include scope, cost and schedule. The Contractor shall ensure timely response to contract modifications and declaration of changed conditions, through the submission of appropriate technical and cost proposals to maintain alignment of the PMB with the Contract.

In addition, the Contractor's Interim Performance Measurement Baseline shall be consistent with the estimated contract cost in Section B of this Contract. The Interim Performance Measurement Baseline will be used to authorize work until the PMB is approved. See Section J, Attachment B for Reporting Requirements.

The Contractor shall support the annual budget process by working with DOE and other prime contractors as appropriate in the development of budgets, schedules, data sheets, analysis and justifications and other such information as may be required. The project control system shall be compatible with the DOE and contractor financial accounting systems to ensure consistent cost reporting.

The Contractor shall meet the data and reporting requirements of the DOE Integrated Planning, Accountability and Budgeting System and provide project performance reports against the PMB.

C.2.9.17.1 Project Integration, Control, and the Earned Value Management System

The Contractor shall prepare and submit for DOE approval, a Project Execution Plan (PEP), for each capital asset acquisition project consistent with the requirements in DOE O 413.3B, Attachment 2, and associated guides. The PEP shall describe the approach for managing and controlling all activities necessary to execute the associated capital asset acquisition project. Each PEP shall describe contractor policies, methods, and approach to provide integration and control of scope, schedule and cost information.

The Contractor shall provide as an attachment to the PEP, a Project Control System Description that complies with the requirements of DOE O 413.3B, Attachment 2 and associated guides, and ANSI/Electronic Industries Alliance (EIA)-748 (current version) Earned Value Management Systems (EVMS).

The Project Control System Description shall describe the management processes and controls that shall be used to implement an EVMS, manage and control work, and complete contract requirements. The Project Control System Description shall include:

- The baseline development process and the hierarchy of documents that shall be used to describe and maintain the ETTP D&D Project Performance Measurement Baseline (PMB) and each capital asset acquisition project PMB (see PMB below);

- The process the Contractor intends to use for earned value management, change control, configuration control, interface control, and document control;

- The process the Contractor intends to use to ensure the timely preparation of contract change proposals to maintain alignment of the PMB with the contract;

- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel; and

- A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section I Clause, FAR 52.234-4, *Earned Value Management System*, and have, if not already third party certified, the EVMS evaluated against the ANSI standard by a qualified and independent third party. DOE will conduct a compliance review of the Contractor's proposed EVMS for compliance with ANSI/EIA-748 (current version) per DOE O 413.3B. The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system to assist with this review. The Contractor shall submit documentation or evidence of formal validation of their EVMS with the proposal. The Contractor's formally validated EVMS shall be both current and valid. In the absence of a validated EVMS that is applicable to this PWS, the Contractor shall submit an EVMS Certification Plan to DOE with the proposal and the Contractor shall successfully gain EVMS certification within six (6) months after contract transition. It is intended the Contractor will use the Interim Performance Measurement Baseline in achieving EVMS certification. Subsequent to the initial evaluation and certification, DOE may at any time conduct an EVMS surveillance review to verify continued compliance and certification. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and completion of all corrective actions.

The Contractor shall flow down EVMS requirements in accordance with the Section I Clause, FAR 52.234-4, *Earned Value Management System*.

C.2.9.17.2 Performance Measurement Baseline (PMB)

The PMB for the ETTP Project baseline and each capital asset acquisition project is an integrated and traceable technical scope, schedule, and cost baseline. The Contractor shall submit the PMB to DOE for review and approval. Each capital asset acquisition project PMB is also subject to a validation review prior to acquisition executive approval of the DOE O 413.3B, *Project Performance Baseline*. The PMB shall include the following:

- Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
  - Contract PWS and other sections that define work scope and requirements;
  - WBS dictionary sheets required to a WBS level to be determined by DOE;
  - Schedule at a WBS level to be determined by DOE; and
  - Time-phased, life-cycle cost estimate at a WBS level to be determined by DOE.

The PMB shall comply with the following requirements:

- The scope, cost, and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall provide the structure for all project control system components, including estimating, scheduling, budgeting, and project performance reporting, as required under this contract. Control accounts within the WBS shall be identified.

- The baseline and management thereof shall comply with ANSI/EIA-748 (current version) Earned Value Management Systems (EVMS), DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets and associated guides.

- The schedule shall:
  - Include all significant external interfaces, all project milestones, regulatory documents and processes, other regulatory and Defense Nuclear Facility Safety Board (DNFSB) commitments, and GFS/I dependencies.
  - Be an integrated, logical network-based plan that correlates to the WBS and is vertically traceable to the EVMS control accounts. The schedule shall be capable of summarizing from control accounts to higher WBS levels.
- Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and able to provide earned value reporting in compliance with ANSI/EIA-748 (current version), Earned Value Management Systems (EVMS).

- The cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

- The method used to determine earned value shall be identified for each control account.

- The baseline shall be accessible to DOE at any time through access to electronic files.

- The PMB shall integrate with the following:
  - Financial system(s) for consistency and accurate reporting of information with traceability to budget and report codes
  - DOE, Congressional, and external commitments.
- Performance milestones including contract performance incentives and other performance measures established by DOE.

- Have the ability to integrate PMB into the reservation wide life-cycle PMB that includes other site activities including infrastructure, and DOE activities.

The Contractor shall develop and maintain an annual and multi-year PMB consistent with the "Near-Term Performance Baseline" and -Out-year Planning Estimate Range (OPER)" concept in which the near term, first five (5) fiscal years, is addressed in greater level of detail than the OPER in the following years. The PMB shall be developed to achieve review and validation of

the Near-Term Performance Baseline and verification of reasonableness of the OPER by the DOE External Independent Review. The PMB shall be submitted within 90 days of completion of contract transition.

The Contractor shall develop the ETTP Cleanup Project baseline in which the PMB is the major focus. The ETTP Project baseline shall support DOE's budgeting and strategic planning process.

C.2.9.17.3 Performance Measurement Baseline Submittals

The Contractor shall develop and submit the PMB. The PMB shall include:

- Detailed technical scope, schedule, and budget for work to be performed.
- A working-level of detail for the current period through up to three fiscal years as directed by DOE to support submittal of the next budget, including sufficient detail to govern execution of the contract work scope for that period.
- A planning level of detail which starts with the next fiscal year and addresses contract work and the remaining ETTP D&D Project life-cycle, including sufficient detail to support budget submittals and out-year planning.
- Sufficient detail through the upcoming five year period to support a DOE External Independent Review.
- The PMB submittal shall include both hard copies and electronic files for the WBS and WBS Dictionary Sheets at the level in which the costs are collected.
- Time-phased cost estimate at a WBS level to be determined post-award by DOE.
- Basis of estimate at a WBS level to be determined post-award by DOE.
- Time-phased resource-loaded schedule at a WBS level to be determined post-award 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 DOE and its support contractor(s) for development of the ORO EM life-cycle baseline.

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the PMB.

C.2.9.17.4 Performance Measurement Baseline Change Control Process

The change control process shall be sufficiently rigorous and disciplined to ensure that the PMB is accurate, up-to-date and capable of providing meaningful data and information. The Contractor shall:

- Develop and submit for DOE approval, a PMB change control process document with change authorities consistent with the approved Project Execution Plan and DOE O 413.3B, Attachment 2.

- Implement the change control process with the PMB used as the reference for all baseline changes.

The Contractor's PMB change control process shall be consistent with the DOE change control process and shall reflect levels of approval for actions with DOE thresholds and any constraints on moving funds from one Performance Baseline Summary (PBS) to another.

C.2.9.17.5 Performance Reporting

The Contractor shall submit a Monthly Performance Report representing the prior month's performance for each capital asset and each operating project and transmit it to DOE by the 10th business day of the following month. The Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

- Provide relevant and required data, information, and electronic files for input/upload into the DOE's Project Assessment and Reporting System (PARS) for each capital asset project

- Program/Project manager narrative assessments

- Significant accomplishments and progress towards completion of contract goals and objectives

- Major issues including actions required by the Contractor and DOE

- Status and corrective actions from the previous month

- Baseline schedule with a status that reflects progress against the baseline and includes variance discussion(s), and potential issues related to significant milestones

- Estimates-To-Complete (ETC), Estimate at Completion (EAC) for each project; Total Estimated Cost (TEC) (including fee); and 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

- Analysis of funds expenditure, with projections for the D&D Project by fiscal year and life of the contract, including ETC/EAC for "not to exceed funding" analysis
-

- Evaluation of safety performance (including Integrated Safety Management System (ISMS) metrics and all recordable injuries, lost-time injuries, and near-misses)
- Evaluation of performance metrics for key services provided under this contract
- Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems
- 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
- Actions required by DOE including GFS/I and DOE decisions
- Status of pending contract modifications or contract change proposals

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. A weekly contract or project status meeting shall be conducted at DOE request to provide interim updates and address issues.

The Contractor shall prepare and submit the Annual Self-Assessment Performance Report. The Annual Self-Assessment Performance Report shall include a comprehensive review of project performance that critically analyzes the overall status of the baseline, any key metrics, and cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates. The Annual Self Assessment Performance Report may be used for the evaluation of the fee determination by DOE.

C.2.9.17.6 Risk Management

The Contractor shall implement a risk management process and submit a Risk Management Plan to DOE for approval. The Risk Management Plan shall be in compliance with DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*; and EM policy guidance, *Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control*, dated July 10, 2006.

The Risk Management Plan shall:

- Specify the use of probabilistic risk analysis using Monte Carlo simulation at a 50% and 80% confidence level.
- Identify the engineering and technology needs that are required to reduce the risk and uncertainty associated with the program or project.

- Include qualitative and quantitative analysis and mitigation plan: address scenario development, risk strategy, risk communication, risk analysis, risk schedule to indicate both when the risk may develop and be mitigated, and the recommended management reserve required to adequately address contractor-controlled risk.

- Include metrics to determine effectiveness.

The Risk Management Plan shall be updated and submitted with the Annual Self Assessment Performance Report. Risk and decision management activities shall be reviewed on a continuing basis with DOE and other ETTP site contractors. Contractor risk analysis information pertaining to ”cross-cutting” decisions shall be communicated to DOE and other ETTP site contractors, including agreement as to who should have the risk management lead to mitigate identified risk.

C.2.9.18 OTHER PROGRAM ACTIVITIES

The contractor shall provide resources and/or support necessary for the conduct of business (e.g., prime contract administration, information technology, human resources, finance, accounting, severance, etc.) not specifically assigned elsewhere.”

C.2.10 POST RETIREMENT MEDICAL BENEFITS AND LONG-TERM DISABILITY AND PENSION CONTRIBUTION

The Contractor shall manage the post retirement medical benefits and long term disability program for ORR EM workers retiring on or after April 1, 1998. The Contractor shall support the Science and/or NNSA contractor for the post retirement medical benefits and long term disability program for ORR EM workers that retired prior to April 1, 1998.

The Contractor shall manage the post retirement medical benefits and long term disability program for ORR EM workers retiring on or after April 1, 1998. The Contractor shall support the Science and/or NNSA contractor for the post retirement medical benefits and long term disability program for ORR EM workers that retired prior to April 1, 1998. <u>The contractor shall fund the pension account for grandfathered employees.</u>

C.2.11 SAFEGUARDS AND SECURITY

The scope of work includes the resources, materials and programs to provide appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of accountable nuclear material: espionage; loss or theft of classified matter; loss or theft for Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public or the environment. This applies to buildings and areas that the Contractor is responsible for. The Contractor is not responsible for overall security at ORNL or Y-12.

Activities include:

- Program Management
- Foreign National Visits/Assignments
- Information Security Oversight
- Classified Matter Protection and Control (CMPC)
- Security Incidents/Inquiries
- Physical Security
- Security Systems (locks-keys/alarms/access controls, classified storage areas, badge readers)
- Operations Security (OPSEC)
- Classification/Declassification/Unclassified Controlled Information
- Nuclear Material Control and Accountability (NMC&A)
- Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS)
- Foreign Ownership, Control, or Influence (FOCI) processing
- Visitor Control/Vehicle Access
- Cyber Security (classified/unclassified)
- Personnel Security
- Coordination and liaison with DOE security organizations and DOE contractor security organizations including the protective force prime contractor.

C.2.12 K-25 FACILITY D&D (ETTP)

K-25 is a four-level concrete and steel frame structure with some remaining corrugated cement-asbestos siding. The basement, or vault area, has reinforced concrete columns and floors. The roof is severely deteriorated and leaking. Currently, due to the deteriorated condition, there is limited access to the operations floor and roof. The west leg has been demolished leaving 27 building units in the north and east legs for D&D. There is known radioactive contamination in equipment, piping and building structure. Additionally, there are ~100 support facilities, trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section.

The primary scope of work includes, but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation.
- Sampling and analysis of process pipe, auxiliary systems, structure, converters, and compressors.
- Performing nondestructive assay (NDA).
- Hazardous material abatement e.g., asbestos abatement, universal waste/RCRA hazards removal and disposition.
- Legacy material characterization and disposition.
- Removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas and video of all process gas piping greater than 3 inches.
- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal.
- Removal, storage, preservation and disposition of remaining historical items, per historical preservation Memorandum(s) of Agreement.
- Demolition, segregation and size reduction of building components.
- Loading, hauling and disposal of building demolition debris.
- Stabilization or removal of the vault walls and concrete pads as required for safety, historical preservation, or other requirement. Removal of RCW line behind west wing wall is required.
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents.
- Disposition of all material generated from D&D including deposit removal material.
- Removal and disposition of tie-line that connected east and west wings of the K-25 building.
-
- Site stabilization necessary for regulatory compliances or safe configuration.

C.2.13 POPLAR CREEK FACILITIES D&D (ETTP)

The Poplar Creek Facilities are located north and west of K-27 and were constructed to support operations at K-27 and the former K-29. These facilities encompass outbuildings and trailers as well as structures used for a variety of processes including sandblasting and painting, oil

storage, water pump houses, small water pre-treatment systems, and concrete rubble storage. Also included are the UF6 and utility tie lines in the Poplar Creek area and between K-25/K-31/K-33 and from K-27 to K-413, K-631, K-633 and K-1131. (Note: K-413 and K-11311 are demolished.) There are ~55 facilities, support trailers and other structures associated with this scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this section.

The Poplar Creek Facilities include, but are not limited to the following:

- K-131 was constructed to purify the uranium hexafluoride feed to K-27. The building has 5 floors including the basement and penthouse and is 212-ft long, 90-ft wide, and approximately 32-ft high, encompassing over 44,000 SF in total floor space. The building is a concrete block structure with a poured reinforced concrete basement and poured concrete main floors. The roofing consists of built up asphalt and insulation board.

- K-631 is 315-ft long, 110-ft wide and approximately 55-ft high, encompassing over 39,000 SF. The building is a concrete block structure with a poured reinforced concrete basement and poured concrete main floors. The roof consists of built up asphalt and insulation board. Process tie lines connect the K-631 Building to the K-27 Building. The lines are still in place.

- K-633 is 169-ft long and 80-ft wide with over 19,000 SF of floor area. The building is concrete block with reinforced poured concrete walls with poured reinforced concrete floors. The roof consists of built up asphalt and insulation board. The process tie lines that connect the K-633 Building to the K-27 Building are still in place.

- K-832 is a re-circulating water pump house consisting of a concrete frame with concrete exterior walls having nearly 11,100 SF of floor space. K-832 includes a substructure with two concrete channels approximately 30 ft wide and 20 ft deep with cooling water reservoirs. The building is currently used to store electrical equipment and batteries.

- K-1203 – Provided the plant with sanitary sewage treatment. It consisted of aeration biological treatment plant (K-1203), lift stations, sedimentation basins, filtration and percolation of sludges, UV light disinfection, chlorination and de-chlorination. Associated sludge drying beds are contaminated with LLW sludge.

- K-1232 was a chemical recovery facility with a lagoon measuring 150 ft by 100 ft. The lagoon is currently used for the collection of rainwater.

The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- NDA of the process tie lines and associated intrusive sampling
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste

- Material characterization and disposition

- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal

- Removal of process gas and utility tie lies associated with K25, K27, K31, K33, K-413, K-631, K-633, K-1131 and K-1232. The estimated length of lines to be removed is ~12,000 LF.

- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.14 ZONE 1 INTERIM ROD REMEDIATION (ETTP)

Contractor shall complete any actions required under the ROD for Interim actions in Zone 1, as well as those identified in the Phased Construction Completion Reports (PCCR), and complete the required documentation for the Remedial Action Report for Zone 1. Contractor shall prepare documentation necessary to support a final ROD.

C.2.15 K-27 FACILITY D&D (ETTP)

K-27 is a four-level, concrete steel frame structure with corrugated transite siding. The concrete basement contains concrete block vault storage areas. The roof consists of metal deck with built up asphalt and insulation board that is severely deteriorated and leaking. Process tie lines connect the K-27 Building to the K-25 Building, K-633, and K-31. The lines are still in place but have been air-gapped, vented and purged. There is known radiological contamination in equipment, piping and building structure. Currently there are 9 building units, and ~11 support trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes, but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Sampling and analysis of process pipe, auxiliary systems, structure, converters, and compressors

- Performing NDA
- Hazardous material abatement e.g., asbestos abatement, universal waste/RCRA hazards removal and disposition

- Legacy material characterization and disposition; removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas and video of all process gas piping greater than 3 inches

- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal

- Removal, storage preservation and disposition of remaining historical items, per historical preservation Memorandum(s) of Agreement

- Demolition, segregation and size reduction of building components
- Loading, hauling and disposal of building demolition debris
- Remove or stabilize the north vault wall to support 7th Street
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents
- Disposition of all material generated from D&D including deposit removal material
- Site stabilization necessary for regulatory compliances or safe configuration

C.2.16 K-31 FACILITY D&D (ETTP)

K-31 is a steel framed building with concrete encased steel columns on the operations floor with corrugated transite siding. The roof consists of built up asphalt and insulation board that is in reasonably good condition. Process tie lines that connect the K-31 Building to the K-33 and K-631 Buildings have been air gapped. No stored material or process equipment remains in the facility. Utilities necessary to provide limited entry remain in service. There are 6 building units, and ~ 33 ancillary structures e.g., switch house, valve vaults and trailers included in this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility confirmatory sampling and analysis
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste

- Site stabilization necessary for regulatory compliances or safe configuration
- Demolition, segregation and size reduction of building components
- Removal and disposition of K-31 to K-33 tie line
- Loading, hauling and disposal of building demolition debris
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.17 K-1037 FACILITY D&D (ETTP)

The K-1037 Facility consists of two facilities, K-1037 and K-1037C Smelter house. K-1037 is 820-ft long, 400-ft wide and approximately 30-ft high, encompassing over 334,000 SF, and is composed of a series of additions and extensions that are now under one roof. The building is a steel frame structure with reinforced concrete floors. The facility has a two levels and a basement. Transite siding covers the three exterior walls on the eastern half of the building, and metal siding covers the three exterior walls on the western half of the building. The roof consists of metal deck built up asphalt and insulation board. K-1037C was most recently used for office space and document storage. Both facilities have a large amount of legacy material

and process equipment to be dispositioned. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Sampling and analysis of any piping, auxiliary systems, equipment and structures
- Hazardous material abatement e.g., asbestos abatement, universal waste/ hazards removal and disposition
- Material characterization and disposition
- Equipment dismantlement, stabilization and removal
- Demolition, segregation and size reduction of building components
- Loading, hauling and disposal of building demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.18 CENTRAL NEUTRALIZATION FACILITY CLOSURE AND D&D (ETTP)

The Central Neutralization Facility (CNF) was the main wastewater treatment plant for the site. The major process facilities are the Neutralization Pit (K-1407-A; ~ 3,620 SF), the Neutralization Facility (K-1407-H; ~4,000 SF); and the Settling Basin (K-1407-J; ~5,704 SF). There are several containment and storage tank facilities that extend approximately 17' below grade. There are ~ 49 structures in this scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Prior to D&D of CNF, establish and implement an alternate means for treating contaminated groundwater containing hexavalent chromium will need to be established and implemented.
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Legacy material characterization and disposition

- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.19 TOXIC SUBSTANCE CONTROL ACT (TSCA) INCINERATOR D&D (ETTP)

The TSCA Incinerator, which ceased operations in December 2009, was a rotary kiln thermal treatment facility with a secondary combustion chamber and a wet off-gas cleaning system. There are ~50 facilities, support trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Material characterization and disposition
- Equipment dismantlement, stabilization and removal
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.20 CENTRIFUGE FACILITIES D&D (ETTP)

The Centrifuge Facilities are composed of research and development (R&D) laboratories and equipment testing facilities. The remaining facilities encompass outbuildings and trailers as well as structures used for a variety of processes including electrical supply, water cooling towers, small water pre-treatment systems, and office space. Currently there are ~21 facilities associated with this D&D scope. DOE may authorize partial execution of work due to certain facilities being in a leased status. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section.
The Centrifuge Facilities include but are not limited to the following:

- K-797 Switchgear Room was constructed in 1961 and contains two transformers. K-797 used to contain an emergency generator and several alternators that supported laboratory operations at the K-1004-J Building. K-797 has been used for sandblasting, storage of construction materials. The building is a concrete block and steel frame structure with a pre-stressed concrete roof. Total floor space is 1,360 SF.

- K-798 Switchgear Room was constructed in 1971 and contains an emergency generator. K-798 used to contain several alternators and supported laboratory operations at the K-1010, K-1010-A, K-1052 and the Equipment Test Facility (ETF) centrifuges. The structure consists of a cement block walls with a poured concrete floor. Total floor space is 1,902 SF. (Currently leased.)

- K-1004-J Special Development Lab was constructed in the late 1940s and has a current floor space of 7250 SF. Below grade storage vaults were originally located just outside the center double doors on the east side of the lab but were covered with a 4- to 6-inch concrete slab when the building mission changed in 1962. No inventory of the contents of the vaults was discovered, and it is not known whether the materials stored in the vaults were removed. Waste solutions from the research at the lab were transferred to the process drains or the vaults. Two underground storage tanks (USTs) were installed at the facility and used from the late 1940s to the 1960s. A 5,500-gallon UST was installed below grade outside the southwest corner of the building and was closed by filling with sand and capping the flanges. This tank has not been removed. A 750 gallon tank was removed.

- K-1004-Q Centrifuge Laboratory was a high-bay addition to the ETF complex that operated from 1971 to 1985. The 1,760 SF building is a concrete block and steel frame structure with a pre-stressed concrete roof with a central pit measuring 25ft by 25ft by 14 ft deep with an additional 12 ft pit under one third of the central pit. The high bay includes a 1.5-ton overhead crane and a portable 5-ton gantry crane. (In close proximity for D&D are facilities: K-1004-R,-S,-T and –U and K-1005.)

- K-1010/1010A Receiving and Handling Lab is a 5,078 SF building that initially contained several alternators used in testing developmental gas centrifuges and a storage area for miscellaneous instruments and electrical supplies. The building is constructed of steel beams on a concrete slab with insulated metal siding. (Currently leased.)

- K-1050 (the old K-1023 Lab) was initially used for development and testing of high capacity gas centrifuges. Later uses included centrifuge hardware receiving, assembly, testing, and storage; computer center; spin testing; materials testing and office space. K-1023 is a 9,053 SF high-bay unit constructed of steel beams on a concrete slab with insulated metal siding. (K-1023currently leased. The K-1023 footprint may cover areas designated K-1050, K-1009 and K-1005 Mezzanine and computer room.)

- K-1052/1050-B Advanced Machine Development Lab is a 6,910 SF multi-use facility constructed in 1974. K-1052 was initially used to develop high-speed rotating hardware for gas centrifuge development and for assembly and testing of gas centrifuges. The building consists of a high bay with a basement, and the equipment has been removed. (Currently leased.)

- K-1200 Centrifuge Prep Lab is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 70,000 SF of floor space. (Currently leased.)

- K-1210 Centrifuge Test Facility is a high bay steel frame structure on a concrete slab with insulated metal siding enclosing approximately 54,602 SF of floor space. The facility was used to test centrifuge machines and as a pilot plant for testing feed, withdrawal and uranium hexafluoride transfer systems from 1975 to 1985. Centrifuges are currently stored in this building.

- K-1210-A Advanced Equipment Test Facility was used from 1978 to 1985 to test the reliability of production centrifuges and includes high, intermediate and low bay areas. The facility is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 23,904 SF of floor space.

- K-1220 Centrifuge Plant Demonstration Facility was used from 1981 to 1985 primarily to test production centrifuges to be used in the Gas Centrifuge Enrichment Plant and includes high, intermediate and low bay areas. The facility is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 86,128 SF of floor space. Centrifuges are currently stored in this building.

The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste

- Material characterization and disposition
- Removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas

- Equipment dismantlement, stabilization, removal and disposal
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.21 BALANCE OF FACILITIES D&D (ETTP)

The Contractor is to perform site-wide deactivation, hazardous materials abatement, equipment dismantling, decontamination, and demolition of ~265 facilities and/or structures. Facilities include, but are not limited to, vehicle maintenance, storage facilities, power operations and other support facilities, electric switch yard facilities, valve houses, office and storage trailers, fabric (Rubb) structures, and other support facilities. The facilities will be demolished to their slab or basement. Also included is the removal of overhead pipes and racks providing site utilities (process tie lines are not included in this scope). Reconfiguration of electrical utilities for continued use facilities under CROET will also include planning and integration of utility deactivations. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Disposition of the sodium material stored in the powerhouse area of ETTP.
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste

- Material characterization and disposition

- Removal, collection and disposition of liquids from pipes, ducts and equipment dismantlement, stabilization and removal

- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents.

C.2.22 ZONE 2 ROD REMEDIATION (ETTP)

Zone 2 specifically addresses contaminated soil, buried waste, and subsurface structures (including slabs). Major areas/facility groups include:

- Mitchell Branch Area
- K-1401/K-1070-C/D Area
- K-1070-B Area
- Administrative/Laboratories Area
- K-1064 Peninsula Area
- K-25 Area
- K-27/K-29 Area
- K-31/K-33 Area

These remedial action scopes include:

- Project management for planning and execution
- Implementation Documentation
- Verification strategy / characterization of the remediation areas
- Remedial Action Fieldwork includes removal actions of structural slabs, process lines, pits, contaminated soils up to 10’ (or deeper if threat to groundwater), debris piles as needed, fencing, parking lots removal and lighting

- Back filling as necessary to provide vegetative growth through seeding.
- Completion Documentation includes PCCR for the burial grounds and other actions, and a Remedial Action Report (RAR) following the completion of all ROD-required remedial actions.

C.2.23 SITEWIDE FINAL ROD REMEDIATION (ETTP)

Issue an approved Sitewide Final ROD. The actions in this area and a general description of the scope to be performed are as follows:

- Complete the documentation necessary to produce a Site-Wide Proposed Plan and ROD and complete all the requirements specified in the ROD.
- Complete the site-wide remedial investigation and complete actions required to protect groundwater, surface water, sediment, and any additional soil actions required to protect ecological receptors.

C.2.24 LANDFILL DESIGN AND CONSTRUCTION (Y-12)

The Contractor shall also be responsible for the design and construction and operation of landfill expansions as required to maintain adequate disposal capacity. The Industrial/Construction Oak Ridge Reservation Landfill expansion size is approximately 100,000 cubic yards.

C.3 ABBREVIATIONS AND ACRONYMS

ALARA	As Low As Reasonably Achievable
ANSI	American National Standards Institute
AR	Administrative Record
ARAR	Applicable, Relevant and Appropriate Requirements
CARAR	Capacity Assurance Remedial Action Report
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR	Code of Federal Regulations
CH-TRU	Contact Handled Transuranic
CLIN	Contract Line Item
CMPC	Classified Matter Protection and Control
CNF	Central Neutralization Facility
CO	Contracting Officer
COR	Contracting Officer's Representative
CROET	Community Reuse Organization of East Tennessee
D&D	Decontamination and Demolition
DNFSB	Defense Nuclear Facility Safety Board
DOE	Department of Energy
DOE M	Department of Energy Manual
DOE O	Department of Energy Order
DOECAP	DOE Consolidated Audit Program
DOT	Department of Transportation
EAC	Estimate at Completion
EIA	Electronic Industries Alliance

EM	Environmental Management
EMWMF	Environmental Management Waste Management Facility
ES&H	Environment, Safety and Health
ESAAB	Energy Systems Acquisition Advisory Board
ESD	Explanation of Significant Differences
ETC	Estimate to Complete
ETF	Equipment Test Facility
ETTP	East Tennessee Technology Park
EU	Exposure Unit
EVMS	Earned Value Management System
FFA	Federal Facility Agreement
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
GFS&I	Government Furnished Supplies and Information
HSWA	Hazardous Solid Waste Amendment
HVAC	Heating, Ventilation, & Air Conditioning
ISMS	Integrated Safety Management System
ISO	International Standards Organization
ITS	Integrating Technical Services
LGWOS	Liquid Gaseous Waste Operations
LLLW	Liquid Low Level Waste
LTS	Long-Term Stewardship
MEPP	Multi-Employer Pension Plan
MEWA	Multi-Employer Welfare Arrangement
MSRE	Molten Salt Reactor Experiment
MVST	Melton Valley Storage Tanks
NDA	Nondestructive Assay
NEPA	National Environmental Protection Act
OPER	Out-year Planning Estimate Range
OPSEC	Operation Security
OREIS	Oak Ridge Environmental Information System
ORR	Oak Ridge Reservation
PARS	Project Assessment and Reporting System
PCB	Polychlorinated Biphenyl
PCCR	Phased Construction Completion Report
PEP	Project Execution Plan
PMB	Performance Management
PWS	Performance Work Statement
R&D	Research and Development
RAR	Remedial Action Report
RCRA	Resource Conservation and Recovery Act
RCW	Recirculating Cooling Water
RH-TRU	Remote Handled Transuranic
ROD	Record of Decision
S&M	Surveillance and Maintenance
SAS	Safeguard and Security
SNM	Special Nuclear Material
SSAB	Site Specific Advisory Board
STT	Shielded Transfer Tanks
SWSA5	Solid Waste Storage Area 5

TDEC	Tennessee Department of Environment and Conservation
TEC	Total Estimated Cost
TRU	Transuranic
TSCA	Toxic Substance Control Act
TSCM	Technical Surveillance Countermeasures
TWPC	Transuranic Waste Processing Center
WAC	Waste Acceptance Criteria
WBS	Work Breakdown Structure
WIPP	Waste Isolation Pilot Plant
Y-12	Y-12 National Security Complex

Section C, Attachment A						
WBS Subproject	**Property ID**	**Property Name**	**Gross SF**	**No. of Floors**	**Hazard Category**	**Hazard Classification**
		K-25 Building				
K-25 Facility D&D	K-301-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	4	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	4A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-301-2	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	4A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	5	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-301-3	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	5	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	5A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-301-4	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	5A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	6	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-301-5	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	6	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	6A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-302-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	6A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	7	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-302-2	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	7	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	7A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-302-3	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	7A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	8	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-302-4	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	8	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	8A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-302-5	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	8A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	9	Transformer Vault		3	02 Nuc.Fac. Cat. 2	

K-25 Facility D&D	K-303-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	9	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	9A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-2	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	9A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	10	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-3	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	10	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	10A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-4	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	10A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	11	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-5	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	11	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	11A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-6	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	11A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	12	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-7	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	12	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	12A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-8	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	13	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	13X	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-9	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	13	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	13A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-303-10	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	14	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-309-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	4	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	3A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-309-2	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	3	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	3A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	

K-25 Facility D&D	K-309-3	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	3	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	2A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-310-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	2	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	2A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-310-2	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	2	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1A	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-310-3	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1A	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	K-311-1	Process Building	88,068	3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1	Transformer Vault		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1X	Withdrawal Alley		3	02 Nuc.Fac. Cat. 2	
K-25 Facility D&D	1102	Fan and Transfer Buildings			10 Not Applicable	Other Industrial
K-25 Facility D&D	1102-A	Fan and Transfer Buildings			10 Not Applicable	Other Industrial
K-25 Facility D&D	1102-B	Fan and Transfer Buildings			10 Not Applicable	Other Industrial
	1204-18	Sewage Lift Station				
	1310-CX	Storage Shed				
	1310-GL	Break Room Trailer				
	1310-GM	PAS Shower Trailer				
	1310-GN	PAS Shower Trailer				
	1310-HJ	Shower Trailer				
	1310-HL	Shower Trailer				
	1310-LX	PAS Craft Trailer				
	1310-NC	Office Trailer			10 Not Applicable	Other Industrial
	1310-NG	PRDI Trailer			10 Not Applicable	Other Industrial
	1310-NJ	Carpenter Trailer			10 Not Applicable	Other Industrial
	1310-NK	Electric Trailer			10 Not Applicable	Other Industrial
	1310-NL	PRDI Trailer			10 Not Applicable	Other Industrial
	1310-NM	Cool Down Room			10 Not Applicable	Other Industrial
	1310-NN	Cool Down Room				
	1310-NP	Cool Down Room				
	1310-PH	Conex Storage			10 Not Applicable	Other Industrial

	1310-PJ	Mobile Mini Storage				
	1310-PN	Sealand				
	1310-PS	EQUIPMENT STORAGE			10 Not Applicable	Other Industrial
	1310-PW	Electrician Trailer				
	1310-PY	RSI File Office				
	1310-PZ	RSI File Office				
	1310-RA	Sealand for PPE				
	1310-RC	NDA Break Trailer				
	1310-RM	Mobile Mini Storage				
	1310-RN	Cool Down Room				
	1313-A	Rubb Tent				
	1313-J	Electrical Maintenance Rubb Tent				
	1315-A	4 Wide Trailers	3,584		10 Not Applicable	Other Industrial
	1315-M	BJC Electrical Storage				
	1315-N	BJC Electrical Storage				
	1315-P	BJC Electrical Storage			10 Not Applicable	Other Industrial
	1315-R	BJC Office Trailer				
	1316-P	Office Trailer				
	2500-B	Foam Storage Bldg.				
	2500-C	Foam Storage Bldg.				
	2500-G	NDA Shop	2,623	1	10 Not Applicable	
	2500-H	Segmentation Shop	9,020	1	10 Not Applicable	
	2500-J	Segmentation (Seg) Shop Storage Tent			10 Not Applicable	
	2500-K	Seg Shop BCS Trailer				
	2500-L	Seg Shop Storage Unit				
	2500-M	Seg Shop Storage Unit				
	2500-N	Seg Shop Storage Unit				
	2500-P	Seg Shop Storage Unit				
	2500-Q	Seg Shop Storage Unit				
	2500-R	Seg Shop Storage Unit				
	2527A	Control Station Trailer				
	2527AB	Trailer, Breakroom, Triple-wide	2,688	1	10 Not Applicable	Other Industrial
	2527AD	Restroom Trailer				
	2527AE	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	

	2527AF	Sealand Trailer				
	2527AG	WarRoom Trailer			10 Not Applicable	Other Industrial
	2527AH	Maintenance Shop				
	2527AJ	Conex Storage				
	2527AK	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AL	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AP	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AQ	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AR	Tool Crib/Storage	160		10 Not Applicable	Other Industrial
	2527AS	Mechanic Shop Sealand			10 Not Applicable	Other Industrial
	2527AU	Tool Crib/Storage			10 Not Applicable	Other Industrial
	2527AV	Sealand Storage				
	2527AW	Sealand Tool Crib				
	2527AX	BCS Number 23				
	2527AY	Office/Conference Room				
	2527B	Craft Supervision and Field Support Trailer			10 Not Applicable	Other Industrial
	2527BA	Office Trailer				
	2527BB	Office Trailer				
	2527BC	Office Trailer			10 Not Applicable	Other Industrial
	2527BD	Office Trailer				
	2527BE	Office Trailer				
	2527BF	Break Room Trailer				
	2527BG	Office Trailer				
	2527BH	Shower Trailer				
	2527BL	Office Trailer				
	2527C	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527D	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527E	Trailer, Breakroom, Triple-wide	2,688	1	10 Not Applicable	Other Industrial
	2527F	Changehouse Trailer			10 Not Applicable	Other Industrial
	2527G	Restroom Trailer			10 Not Applicable	Other Industrial
	2527H	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527J	WarRoom Trailer	3,584		10 Not Applicable	Other Industrial
	2527K	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527L	Changehouse Trailer			10 Not Applicable	Other Industrial
	2527M	Document Management Center			10 Not Applicable	Other Industrial

	2527N	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527P	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527Q	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527R	Trailer, Office, 4-Wide	3,584	1	10 Not Applicable	Other Industrial
	2527S	Office/Conference Room			10 Not Applicable	Other Industrial
	2527T	Changehouse Trailer			10 Not Applicable	Other Industrial
	2527U	Trailer, Breakroom, Triple-wide	2,688	1	10 Not Applicable	Other Industrial
	2527V	Craft Supervisor Trailer			10 Not Applicable	Other Industrial
	2527W	Radcon Storage Trailer			10 Not Applicable	Other Industrial
	2527Y	Changehouse Trailer			10 Not Applicable	Other Industrial
	2527Z	Trailer, Breakroom, Triple-wide	2,688	1	10 Not Applicable	Other Industrial
	2527X	Craft Supervision and Field Support Trailer			10 Not Applicable	Other Industrial
	25ADDITION	NDA BUILDING	504	1	10 Not Applicable	
	2527FENCE	K25/K27 Fencing			10 Not Applicable	
	2527RCAAS	Radiation Criticality Alarm System			10 Not Applicable	
		K-27 Building				
K-27 Facility D&D	K-402-1	Process Building Building Total	1,100,000	3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-2	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-3	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-4	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-5	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-6	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-7	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-8	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	K-402-9	Process Building		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	31	Transformer Vault		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	32	Transformer Vault		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	33	Transformer Vault		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	34	Transformer Vault		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	35	Transformer Vault		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	31A	Withdrawal Alley		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	31X	Withdrawal Alley		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	32A	Withdrawal Alley		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	33A	Withdrawal Alley		3	03 Nuc.Fac. Cat. 3	

K-27 Facility D&D	34A	Withdrawal Alley		3	03 Nuc.Fac. Cat. 3	
K-27 Facility D&D	2500-F	Storage Barn				
	2527-BN	Hot Tool Crib	160			
	2527-BM	Mobile Mini Office	160			
	2527AN	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AM	Boundary Control Station Trailer	2,688	1	10 Not Applicable	
	2527AA	Craft Supervision Field Support Trailer			10 Not Applicable	Other Industrial
	2527AC	Changehouse Trailer			10 Not Applicable	Other Industrial
	2527BP	Office Trailer				
	2527AT	Trailer, Office, 4-wide	3,584	1	10 Not Applicable	Other Industrial
	2527BJ	Mobile Mini Storage	160			
	2527BK	Breakroom Trailer				
Balance of Site D&D-Utilities Group	731	K-27 & K-29 SWITCH HOUSE	69,330	2	04 Radiological Facility	Other Industrial
Balance of Site D&D-Utilities Group	733-A	OIL FILTER AND HANDLING	225	1	04 Radiological Facility	Other Industrial
Balance of Site D&D-Utilities Group	733-D	WEST SPRINKLER VALVE HOUSE	350	1	10 Not Applicable	
Balance of Site D&D-Utilities Group	733-E	EAST SPRINKLER VALVE HOUSE	225	1	10 Not Applicable	
Balance of Site D&D-Utilities Group	733-F	VAULT FIREWATER CROSS TO RCW			10 Not Applicable	
Balance of Site D&D-Utilities Group	733-G	TEMP OIL STORAGE TANK			10 Not Applicable	
Balance of Site D&D-Utilities Group	733-H	TEMP OIL STORAGE TANK			10 Not Applicable	
Balance of Site D&D-Utilities Group	733-J	STORAGE SHED	200	1		05 Chemical Hazard Facility
Balance of Site D&D-Utilities Group	833	COOLING WATER RETURN PUMP HOUSE	225	1	04 Radiological Facility	Other Industrial
	835	VENTURI VAULT	120		10 Not Applicable	
	839	VENTURI VAULT	120			
	897-J	OCS				
	897-K	OCS				

	899-A	SANITARY WATER VALVE VAULT			10 Not Applicable	
	899-B	BLOW DOWN VALVE VAULT			10 Not Applicable	
	899-D	BLOW DOWN VALVE VAULT			10 Not Applicable	
	1028-64	Guard House Portal 9	160	1	04 Radiological Facility	Other Industrial
	1310-HM	Trailer				
	1310-HV	Sealand Office Trailer				
TSCA Incinerator D&D	1435-T	Office Trailer				
		K-31 Building				
K-31 Facility D&D	K-602-1	Process Building Building Total	1,500,000	2		
K-31 Facility D&D	K-602-2	Process Building		2		
K-31 Facility D&D	K-602-3	Process Building		2		
K-31 Facility D&D	K-602-4	Process Building		2		
K-31 Facility D&D	K-602-5	Process Building		2		
K-31 Facility D&D	K-602-6	Process Building		2		
K-29 Area Facilities D&D	761	Old Switch House K-31	40,819	2	10 Not Applicable	Other Industrial
	863	VALVE VAULT, RCW			10 Not Applicable	
	863-A	VALVE VAULT, RCW			10 Not Applicable	
	863-B	VALVE VAULT, RCW			10 Not Applicable	
	863-C	VALVE VAULT, RCW			10 Not Applicable	
	863-D	VALVE VAULT, RCW			10 Not Applicable	
	864	METER VAULT, RCW			10 Not Applicable	
	865	BY PASS VAULT, RCW			10 Not Applicable	
	866	VALVE VAULT, RCW			10 Not Applicable	
	866-A	VALVE VAULT, RCW			10 Not Applicable	
	867	VALVE VAULT, RCW			10 Not Applicable	
	868	VALVE VAULT, RCW			10 Not Applicable	
	869	VALVE VAULT, RCW			10 Not Applicable	
	870	VALVE VAULT, RCW			10 Not Applicable	
	871	VALVE VAULT, RCW			10 Not Applicable	
	872	VALVE VAULT, RCW			10 Not Applicable	
	874	VALVE VAULT, RCW (ADJ TO 867)			10 Not Applicable	
	897-C	Oil Containment Structure (NE K-31)			10 Not Applicable	
	897-D	Oil Containment Structure (NE K-31)			10 Not Applicable	

	897-E	Oil Containment Structure (SW K-31)			10 Not Applicable	
	897-F	Oil Containment Structure (S K-31)			10 Not Applicable	
	897-G	Oil Containment Structure (S K-1206-F)			10 Not Applicable	
	897-L	Oil Containment Structure (SW K-31)			10 Not Applicable	
	897-M	Oil Containment Structure (NW K-31)			10 Not Applicable	
	899-G	BLOW DOWN VALVE VAULT			10 Not Applicable	
	899-H	BLOW DOWN VALVE VAULT			10 Not Applicable	
	899-J	BLOW DOWN VALVE VAULT			10 Not Applicable	
	899-K	BLOW DOWN VALVE VAULT			10 Not Applicable	
Balance of Site D&D-Utilities Group	1206-F	Firewater Tank 400k gallon				
	1310-BS	Trailer	420			
	1310-BX	Trailer	520			
	1310-BW	Trailer	420			
		K-1037 Facilities D&D				
ETTP Main Plant D&D	1037	Materials Lab	378,157	2	Other Industrial	Low
ETTP Main Plant D&D	1037-C	SMELTER HOUSE	2,408	1	04 Radiological Facility	
		Central Neutralization Facilities D&D				
Central Neutralization Fac. D&D	K-700-A-72	Substation Northeast of K-1419				
Central Neutralization Fac. D&D	K-700-A-73	SUBSTATION (S OF K-1419)			10 Not Applicable	
Central Neutralization Fac. D&D	1202	WSU K-1202 BULK FLAM HAZ/MIXED			10 Not Applicable	
	1204-12	SEWAGE LIFT STATION	210		10 Not Applicable	
	1310-AM	Trailer	450			
Central Neutralization Fac. D&D	1310-AN	Trailer	450			
Central Neutralization	1310-AP	Trailer	450			

Fac. D&D						
Central Neutralization Fac. D&D	1310-BA	Changehouse	1,620			
Central Neutralization Fac. D&D	1310-BB	Storage Building	420			
Central Neutralization Fac. D&D	1310-BC	Storage Building	420			
Central Neutralization Fac. D&D	1310-BD	Storage Building	420			
Central Neutralization Fac. D&D	1310-BE	Trailer	420			
Central Neutralization Fac. D&D	1310-ED	Trailer	420			
Central Neutralization Fac. D&D	1310-EK	CNC 90-day Storage Shed	1,000			
Central Neutralization Fac. D&D	1310-ET	Trailer	552			
	1310-LY	PAS Craft Trailer				
	1310-LZ	PAS Craft Trailer				
	1310-MA	PAS Craft Trailer				
	1310-MB	PAS Craft Trailer				
Central Neutralization Fac. D&D	1407-A	NEUTRALIZING PIT/TANK	3,620		10 Not Applicable	
Central Neutralization Fac. D&D	1407-AA	PHASE SEPARATOR & TRANSFER STATION	281		10 Not Applicable	
Central Neutralization Fac. D&D	1407-AB	RECOVERY SUMP PUMP STATION (RS-04)			10 Not Applicable	
Central Neutralization Fac. D&D	1407-AC	RECOVERY SUMP PUMP STATION (RS-03)			10 Not Applicable	
Central Neutralization Fac. D&D	1407-AD	RECOVERY SUMP PUMP STATION (RS-02)			10 Not Applicable	
Central Neutralization Fac. D&D	1407-AF	PHASE SEPARATOR & TRANSFER STATION			10 Not Applicable	
Central Neutralization Fac. D&D	1407-AG	RECOVERY SUMP PUMP STATION (RS-09)			10 Not Applicable	

Central Neutralization Fac. D&D	1407-AH	RECOVERY SUMP PUMP STATION (RS-08)			10 Not Applicable	
Central Neutralization Fac. D&D	1407-AJ	RECOVERY SUMP PUMP STATION (RS-07)			10 Not Applicable	
ETTP Main Plant D&D	1407-AK	Air Compressor Bldg. Located in 1420-A				
	1407-G	PIT FACILITY			04 Radiological Facility	
Central Neutralization Fac. D&D	1407-H	CENTRAL NEUTRALIZATION FAC	4,000		04 Radiological Facility	
Central Neutralization Fac. D&D	1407-J	SETTLING BASIN	5,704		04 Radiological Facility	
Central Neutralization Fac. D&D	1407-K	CHEMICAL ADDITION	1,456	1	04 Radiological Facility	
Central Neutralization Fac. D&D	1407-M	K-1407-M SUMP	156		10 Not Applicable	
Central Neutralization Fac. D&D	1407-N	PUMPHOUSE (BETWEEN K-1407-E&F PONDS)	64		10 Not Applicable	
Central Neutralization Fac. D&D	1407-P	Frisker Station				
Central Neutralization Fac. D&D	1407-Q	CNF NPDES MONITORING STATION	25		10 Not Applicable	
Central Neutralization Fac. D&D	1407-R	VALVE VAULT NORTH OF 1407-G			04 Radiological Facility	Low
Central Neutralization Fac. D&D	1407-S	VALVE VAULT NORTH OF 1407-K			04 Radiological Facility	Low
Central Neutralization Fac. D&D	1407-T	DIVERTER BOX			10 Not Applicable	
Central Neutralization Fac. D&D	1407-U	CNF ORGANICS REMOVAL SYSTEM	1,665		10 Not Applicable	
Central Neutralization Fac. D&D	1407-V	WASTEWATER COLLECTION SUMP	225		10 Not Applicable	
Central Neutralization Fac. D&D	1407-W	SUMP NORTH OF K-1407-V	144		10 Not Applicable	
Central Neutralization Fac. D&D	1407-X	F4030 & F4170 SECONDARY CONTAINMENT	380		10 Not Applicable	

Central Neutralization Fac. D&D	1407-Y	CNF TANKER UNLOADING AREA	600		10 Not Applicable	
Central Neutralization Fac. D&D	1407-Z	CONTAINMENT AREA - SW CORNER OF 1407-V	400		10 Not Applicable	
Central Neutralization Fac. D&D	1407-FD2	**Unknown**				
Central Neutralization Fac. D&D	1419	OPERATIONS CONTROL ROOM FOR CNF	3,800	2	04 Radiological Facility	
ETTP Main Plant D&D	1420-A	SOLVENT BULK STORAGE TANK	1,050		10 Not Applicable	
		Poplar Creek Facilities D&D				
Poplar Creek Facilities D&D	131	MAINTENANCE SHOP	44,242	4	04 Radiological Facility	Low
	131-36	Transformer Vault			10 Not Applicable	
Poplar Creek Facilities D&D	631	Tails Process Building	39,040	2	04 Radiological Facility	Low
Poplar Creek Facilities D&D	633	Demonstration Facility	19,021	1	04 Radiological Facility	Other Industrial
Balance of Site D&D-Utilities Group	832	RECIRCULATING WATER PUMP HOUSE	11,097	1	10 Not Applicable	
Balance of Site D&D-Utilities Group	832-B	SPRINKLER VALVE HOUSE			10 Not Applicable	
	832-C	VALVE VAULT			10 Not Applicable	
Balance of Site D&D-Utilities Group	832-H	COOLING TOWER (PARTIAL)	3,200		10 Not Applicable	
Balance of Site D&D-Utilities Group	832-S	Acid Tank			10 Not Applicable	
	836	VENTURI VAULT			10 Not Applicable	
	837	VENTURI VAULT			10 Not Applicable	
	838	VALVE VAULT			10 Not Applicable	
	897-H	Oil Containment Structure (W K-1131)			10 Not Applicable	
	899-C	Sanitary Water Valve Vault				
	899-E	BLOW DOWN VALVE VAULT			10 Not Applicable	
	899-F	BLOW DOWN VALVE VAULT			10 Not Applicable	
TSCA Incinerator D&D	1022-07	AIR SAMPLING MONITOR			10 Not Applicable	

		(TSCA2)				
	1066-E	CYL STORAGE YARD --> N K-832			10 Not Applicable	
ETTP Main Plant D&D	1134-A	HF Emerg Spill Overflow Tank, 1000 gal, buried non UST				Other Industrial
Balance of Site D&D-Utilities Group	1203	WASTE WATER TREATMENT PLANT			04 Radiological Facility	Other Industrial
Balance of Site D&D-Utilities Group	1203-02	EMERGENCY HOLDING BASIN	3,600		10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-04	CHLORINATION CONTROL RM (OMI)	264	1	10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-05	EAST SLUDGE DRYING BED	96		10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-06	WEST SLUDGE DRYING BED	32		10 Not Applicable	
	1203-08	CHLORINE CONTACT TANK			10 Not Applicable	
	1203-10	HIGH WATER LIFT STATION			10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-11	AIR BLOWER STATION			10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-12	WASTE WATER LIFT STATION			10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-13	EFFLUENT MONITORING STATION			10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-14	COMMINUTOR			10 Not Applicable	
Balance of Site D&D-Utilities Group	1203-15	WASTE WATER PLANT BACKFLOW PREVENTOR				
Balance of Site D&D-Utilities Group	1203-16	WASTE WATER PLANT BACKFLOW PREVENTOR			10 Not Applicable	
Poplar Creek Facilities D&D	1232	WSU K-1232 - CHEMICAL RECOVERY FAC.	9,250	1	10 Not Applicable	Other Industrial
	1232-A	Equalization Pit	450			
	1232-B1	Holding Basin	180			
	1232-B2	Holding Basin	8,000			
Poplar Creek Facilities D&D	1232-J	LIME STORAGE SILO WEST OF 1232			10 Not Applicable	
Poplar Creek Facilities	1314-K	Equipment Storage Trailer				

D&D						
Poplar Creek Facilities D&D	1314-L	Facility Control Room Trailer				
Poplar Creek Facilities D&D	1314-G	Blast/Paint Facility South				
Poplar Creek Facilities D&D	1314-H	Prefabricated Building	3,200	1	10 Not Applicable	
Poplar Creek Facilities D&D	1314-J	Prefabricated Building	3,200	1	10 Not Applicable	
	2000-T	Concrete Rubble Storage Area				
Poplar Creek Facilities D&D	K-25/K-27 Tielines	Outdoor Process Tielines				Other Industrial
Poplar Creek Facilities D&D	K-27/K-131 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-27/K-631 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-27/K-633 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-27/K-1131 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-31/K-631 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-33/K-31 Tielines	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-27/K-311 Tielines and Housing	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-312/K-25 Tielines and Housing	Outdoor Process Tielines				
Poplar Creek Facilities D&D	K-413/K-312 Tielines and Housing	Outdoor Process Tielines				
		Centrifuge Facilities D&D				
Centrifuge Facilities D&D	797	ELECTRICAL SWITCHGEAR	1,360	1	04 Radiological	

		ROOM K-1004-J			Facility	
Centrifuge Facilities D&D	1004-J	SPECIAL DEVELOPMENT LAB	7,250	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1004-Q	LABORATORY	1,760	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1004-R	LABORATORY	2,232	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1004-S	LABORATORY	1,860	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1004-T	T-LABORATORY	3,750	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1004-U	OFFICES	2,295	1	10 Not Applicable	
Centrifuge Facilities D&D	1004-N-1	COOLING TOWER			10 Not Applicable	
Centrifuge Facilities D&D	1004-NV-1	VALVE HOUSE			10 Not Applicable	
Centrifuge Facilities D&D	1005	OFFICE BUILDING	10,514	2	10 Not Applicable	
Centrifuge Facilities D&D	1008-F	OFFICES	6,266	1	10 Not Applicable	Leased to M&EC
Centrifuge Facilities D&D	1010	RECEIVING AND HANDLING FAC.	5,078	2	10 Not Applicable	Leased to M&EC
Centrifuge Facilities D&D	1010-A	RECEIVING AND HANDLING FAC.	4,832	1	10 Not Applicable	Leased to M&EC
Centrifuge Facilities D&D	1023	LABORATORY	25,184	1	10 Not Applicable	Leased to M&EC
Centrifuge Facilities D&D	1052	LABORATORY - ADVANCED MACHANICAL	6,910	1	04 Radiological Facility	Leased to M&EC
Centrifuge Facilities D&D	1052-B	COMPONENT TEST FACILITY	4,408	1	04 Radiological Facility	Leased to M&EC
ETTP Main Plant D&D	1095-1	MOBIL UNIT - HP SUPPLIES AT 1220			10 Not Applicable	
Centrifuge Facilities D&D	1200	CENTRIFUGE LAB	76,023	1	04 Radiological Facility	Leased to M&EC
Centrifuge Facilities D&D	1210	COMPONENT TEST FACILITY	54,602	1	10 Not Applicable	Other Industrial
Centrifuge Facilities D&D	1210-A	ADVANCED EQUIPMENT TEST FACILITY	23,904	1	04 Radiological Facility	
Centrifuge Facilities D&D	1210-B	OFFICE AREA	520	1	10 Not Applicable	
Centrifuge Facilities D&D	1211	CTF STORAGE	782	1	04 Radiological Facility	Other Industrial
Centrifuge Facilities D&D	1220	CENTRIFUGE PLANT DEMO FACILITY	86,128	2	10 Not Applicable	Other Industrial
		TSCA Incinerator Facilities D&D				
TSCA Incinerator D&D	1022-6	Air monitoring Station (TSCA1)				
	1028-83	Portal 21 TSCAI Area				
	1204-15	SEWAGE LIFT STATION	210		10 Not Applicable	
TSCA Incinerator D&D	1310-AY	Cool Room (W of 1435-A)	80	1	04 Radiological	Moderate

					Facility	
TSCA Incinerator D&D	1425	WASTE OIL STORAGE	2,700	1	04 Radiological Facility	Moderate
TSCA Incinerator D&D	1425-A	WASTE OIL TANK (22K GAL)	120		04 Radiological Facility	Moderate
TSCA Incinerator D&D	1425-B	WASTE OIL TANK (22K GAL)	120		04 Radiological Facility	Moderate
TSCA Incinerator D&D	1425-C	WASTE OIL TANK (22K GAL)	120		04 Radiological Facility	Moderate
TSCA Incinerator D&D	1425-D	WASTE OIL TANK (22K GAL)	120		04 Radiological Facility	Moderate
TSCA Incinerator D&D	1425-E	WASTE OIL CONTAINMENT DIKE	120		10 Not Applicable	
TSCA Incinerator D&D	1430	TSCAI MAINTENANCE SHOPS	3,200	1	04 Radiological Facility	Moderate
TSCA Incinerator D&D	1430-A	Portable Office Building			04 Radiological Facility	Moderate
TSCA Incinerator D&D	1430-B	Portable Instrument Shop			04 Radiological Facility	Moderate
TSCA Incinerator D&D	1435-A	OFFICE, LAB, CONTROL BLDG	3,450	1	04 Radiological Facility	
TSCA Incinerator D&D	1435-AB	Storage Tent			10 Not Applicable	
	1435-AC	Sealand for Steam Generator				
	1435-AD	AIR compressor Bldg.				
	1435-AE	Wastewater Treatment Trailer				
	1435-AF	Wastewater Treatment Trailer				
	1435-AG	Wastewater Accumulation Tank				
	1435-AH	Wastewater Accumulation Tank				
	1435-AK	Wastewater Caustic Storage Tank				
	1435-AL	TSCA PDCC Mobile Mini				
TSCA Incinerator D&D	1435-B	DRUM STORAGE & DRUM HANDLING	4,950	1	04 Radiological Facility	
TSCA Incinerator D&D	1435-B1	FIREWATER RISER BUILDING (SOUTH)			10 Not Applicable	
TSCA Incinerator D&D	1435-B2	FENCED STORAGE AREA			10 Not Applicable	
TSCA Incinerator D&D	1435-C	TNK FARM & DRUM STRG --	16,500		10 Not Applicable	

		>TNKER UNLOAD				
TSCA Incinerator D&D	1435-C1	Building Office Cool Down				
TSCA Incinerator D&D	1435-D	INCINERATOR FACILITY	4,950		10 Not Applicable	
TSCA Incinerator D&D	1435-D1	BATTERY CHARGING STATION			10 Not Applicable	
TSCA Incinerator D&D	1435-D2	FIREWATER RISER BUILDING (EAST)	48		10 Not Applicable	
TSCA Incinerator D&D	1435-D4	STORAGE BLDG TENT RUBB K-1435-D4			04 Radiological Facility	Moderate
TSCA Incinerator D&D	1435-E	MAINTENANCE FIELD OFFICE	420	1	04 Radiological Facility	
TSCA Incinerator D&D	1435-F	INSTRUMENT SHOP IN D A	420	1	04 Radiological Facility	
TSCA Incinerator D&D	1435-I	Office Trailer	1,250			
TSCA Incinerator D&D	1435-I1	Office Trailer				
TSCA Incinerator D&D	1435-J	MOTOR CONTROL CENTER	336	1	10 Not Applicable	
TSCA Incinerator D&D	1435-K	NITROGEN BOTTLE STATION	336	1	10 Not Applicable	
TSCA Incinerator D&D	1435-L	FIRE FOAM HOUSE	100	1	10 Not Applicable	
TSCA Incinerator D&D	1435-M	EQUIPMENT TENT	2,400		10 Not Applicable	
TSCA Incinerator D&D	1435-N	STORAGE TENT RUBB Building	2,400		10 Not Applicable	
TSCA Incinerator D&D	1435-P	NITROGEN BOTTLE STATION	40	1	10 Not Applicable	
TSCA Incinerator D&D	1435-Q	OFFFICE TRAILER				
TSCA Incinerator D&D	1435-R	Office Trailer	1,344			
TSCA Incinerator D&D	1435-S	Office Trailer	1,344			
TSCA Incinerator D&D	1435-V	Conference and Lunch Room Trailer	1,680			
TSCA Incinerator D&D	1435-W	Changehouse Trailer	1,550			
	1435WWTS	TSCA Waste Water Treatment System			04 Radiological Facility	Moderate
TSCA Incinerator D&D	1435-X	Computer Trailer	420			
TSCA Incinerator D&D	1435-Z	Trailer Restrooms	588			
		Balance of Facilities				
	K-1423 Area					
	1028-76	Portal 14 North K-1423	2,052	1	10 Not Applicable	Other Industrial
	1028-79	Portal 17 South K-1423				
	1204-14	SEWAGE LIFT STATION				
	1310-JK	Breakroom Trailer				

	1310-JL	Office Trailer				
	1310-MU	Conex Storage Container				
	1310-NG	PRDI Trailer				
ETTP Main Plant D&D	1423	K-1423 REPACK FACILITY	21,168	1	04 Radiological Facility	
TSCA Incinerator D&D	1423-H	RUBB Tent				
	Substations					
Balance of Site D&D-Utilities Group	K-700-A-02	North of K-1414				
Balance of Site D&D-Utilities Group	K-700-A-19	West of K-1034-A				
Balance of Site D&D-Utilities Group	K-700-A-26	Northwest of K-1225				
Balance of Site D&D-Utilities Group	K-700-A-27	West of K-1515				
Balance of Site D&D-Utilities Group	K-700-A-28	East of K-1513				
Poplar Creek Facilities D&D	K-700-A-48	North K-633				
Balance of Site D&D-Utilities Group	K-700-A-51	Brick part of K-1007				
Balance of Site D&D-Utilities Group	K-700-A-64	East of K-1200				
Balance of Site D&D-Utilities Group	K-700-A-65	West of K-1200				
Balance of Site D&D-Utilities Group	K-700-A-69	North of K-1652				
	Powerhouse Area					
	1310-RJ	Sealand Office	160			
	1310-LG	Sealand Storage at Portal 10	160			
	1310-LV	Sealand Storage at Portal 10	160			
	1313-F	Sodium Material/Shields Building	7,500	1	10 Not Applicable	
	705-A	Trash Barrier			10 Not Applicable	
	705-C	Intake Tunnel			10 Not Applicable	
	708-E	SCALE HOUSE AND PIT	96	1	10 Not Applicable	

	1252	K700 Barge Facility			10 Not Applicable	

Section C, Attachment B						
Facility Number	**Facility Name**	**Site**	**Status**	**Occupied**	**Class**	**Category**
0807	Cs-137 Tagged Area for Radionuclide Runoff Studies North of 0800 access road	ORNL	Active	N	OI	OI
0814	Trailer in the 0800 Area	ORNL	Active	N	OI	OI
0816	Experimental Study Area (0800 Area)	ORNL	Active	N	OI	OI
0830	White Oak Creek Sediment Control Facility	ORNL	Active	N	L	RAD
0853	White Oak Creek Tributaries	ORNL	Active	N	L	RAD
0857	Goat Building in the 0800 area	ORNL	Active	N	OI	OI
0900	ORNL Firing Range	ORNL	Active	N	OI	OI
1001	SWSA 3 Burial Grounds	ORNL	Active	N	OI	RAD
11-1	White Wing Scrap Yard	Y12	Active	N	OI	OI
13822	Empty Helium Tank	ORNL	Active	N	OI	RAD
1554	Contractors' Landfill (West of SWSA 3)	ORNL	Active	N	OI	OI
1562	Scrap Metal Area	ORNL	Active	N	OI	OI
2016A	Corehole 8 Pump Station 1	ORNL	Active	N	OI	OI
2016B	Corehole 8 Pump Station 2	ORNL	Active	N	OI	OI
2016C	Corehole 8 Groundwater Collection and Transfer	ORNL	Active	N	OI	OI
2026A	2026A Grouted Tank	ORNL	Active	N	OI	OI
2026A	LLLW Lines & Leak Sites - 2026A	ORNL	Active	N	OI	RAD
2032	MH240 Monitoring Station	ORNL	Active	N	OI	OI
2034	MH95 Monitoring Station	ORNL	Active	N	OI	OI
2099	MCS for Building 2026 (LLLW Tank F-1401)	ORNL	Active	N	L	2
2101	LGWO Changehouse	ORNL	Active	Y	OI	OI
2508	Instrument Trailer for Sludge Mobilization	ORNL	Active	N	OI	OI
2531	LLLW Evaporator	ORNL	Active	N	L	2
2531 LLLW	LLLW Lines & Leak Sites East of Bldg 2531	ORNL	Active	N	NONE	OI
2532	HLW Storage Cooling Pumphouse	ORNL	Active	N	L	2
2533	Cell Ventilation Filter Pit	ORNL	Active	N	L	2
2534	Off-Gas Filter Pit	ORNL	Active	N	L	2

2535	Cooling Tower #1 (For Evaporator A2)	ORNL	Active	N	L	2
2537	Evaporator Service Tanks	ORNL	Active	N	L	2
2539	Cooling Tower #2 (For Evaporator 2A2)	ORNL	Active	N	L	2
2568	Off Gas/Cell Ventilation Filters for Bldgs 2531 & 2537	ORNL	Active	N	L	2
2600	BV Storage Tanks	ORNL	Active	N	OI	RAD
2600 LLLW	LLLW Lines & Leak Sites, General Isotopes Area	ORNL	Active	N	OI	OI
2624	SWSA 1 Burial Grounds	ORNL	Active	N	OI	RAD
2649	Transported Waste Receiving Facility	ORNL	Active	N	L	2
2650	Evaporator Chemical Addition Shed	ORNL	Active	N	L	2
2651	2600 Area Diesel Generator	ORNL	Active	N	OI	OI
2657	MH243 Monitoring Station	ORNL	Active	N	OI	OI
2658	F-4005 Monitoring Station	ORNL	Active	N	OI	OI
2660	WESKEM Offices	ORNL	Active	Y	OI	OI
3001	Oak Ridge Graphite Reactor	ORNL	Active	Y	OI	RAD
3001-3003 SCA	Underground Exhaust Ducts Soil Contamination	ORNL	Active	N	OI	OI
3001/ 3019 SCA	Graphite Reactor Canal Contaminated Soil	ORNL	Active	N	OI	OI
3001B	Grounds at Inactive LLLW Collection Tank 3001B	ORNL	Active	N	OI	OI
3002	OGR Filter House & Canal	ORNL	Active	N	OI	RAD
3002A	LLLW tank	ORNL	Active	N	OI	OI
3003 Rm 110	OGR Fan House	ORNL	Active	N	OI	RAD
3003A	Grouted LLLW Tank	ORNL	Active	N	OI	OI
3003A Soil	Grounds at Drain Tank South of 3003	ORNL	Active	N	OI	OI
3004B Soil	Grounds at IN/Active LLLW Collection Tank 3004B	ORNL	Active	N	OI	OI
3005	Low-Intensity Test Reactor	ORNL	Active	N	OI	RAD
3009	BSR 3009 - Pumphouse	ORNL	Active	N	OI	RAD
3010	Bulk Shielding Reactor Facility	ORNL	Active	N	OI	RAD
3013 Soil	Grounds at Inactive LLLW Collection Tank 3013	ORNL	Active	N	OI	OI
3018	OGR Stack	ORNL	Active	N	OI	RAD
3019 SCA	3019 Contaminated Surfaces & Soil from 1959	ORNL	Active	N	OI	OI

	Explosion					
3019B						
3019B	High Radiation Level Analytical Facility (transferred to UTB)					
3019B N LLLW	LLLW Lines & Leak Sites - North of Building 3019	ORNL	Active	N	OI	OI
3019B SW LLLW	LLLW Lines & Leak Sites - SW Corner of Building 3019	ORNL	Active	N	OI	OI
3020 E LLLW	LLLW Lines & Leak Sites - East of Building 3020	ORNL	Active	N	OI	OI
3020 S LLLW	LLLW Lines & Leak Sites - South of Building 3020	ORNL	Active	N	OI	OI
3020 Stack	Contamination at Base of 3020 Stack	ORNL	Active	N	OI	OI
3023 Soil	Grounds at North Tank Farm (Includes W-1 W-2 W-3 W-4, W1-A W11 W13 W-14 W-15)	ORNL	Active	N	OI	NONE
3026 UBC LLLW	LLLW Lines & Leak Sites - Underneath Building 3026	ORNL	Active	N	OI	OI
3026C	Krypton-85 Enrichment Facility (TRANSFERRED TO UT-B)	ORNL	TBD			
3026D	Segmenting Hot Cell Facility (TRANSFERRED TO UT-B)	ORNL	TBD			
3028	Alpha Powder Facility	ORNL	Active		OI	RAD
3028 LLLW	LLLW Lines & Leak Sites - Building 3028	ORNL	Active	N	OI	OI
3029	Source Development Laboratory	ORNL	Active		OI	OI
3030	Radioisotope Production Laboratory - C	ORNL	Active	N	OI	OI
3031	Radioisotope Production Laboratory - D	ORNL	Active	N	OI	OI
3032	Radioisotope Production Laboratory - E	ORNL	Active	N	OI	OI
3033	Radioactive Gas Processing Facility	ORNL	Active	N	OI	OI
3033A	Radioactive Production Laboratory - Annex	ORNL	Active	N	OI	OI
3038	Radioisotopes Laboratory	ORNL	Active	N	L	3
3039	Central Radioactive Gaseous Disposal Facility	ORNL	Active	N	OI	RAD
3042	Oak Ridge Research	ORNL	Active	N	OI	RAD

	Reactor					
3047 UBC LLLW leak	LLLW Lines & Leak Sites - Underneath Building 3047	ORNL	Active	N	OI	OI
3075 Soil	Decommissioned LITR Ponds	ORNL	Active	N	OI	OI
3082 W LLLW	LLLW Lines & Leak Sites - West of Building 3082	ORNL	Active	N	OI	OI
3083	Neutron Flight Tube Building	ORNL	Active	N	OI	OI
3085	Pumphouse for ORR	ORNL	Active	N	OI	OI
3085A Soil	Grounds at 20000 Gallon Water Tank	ORNL	Active	N	OI	OI
3085B Soil	Grounds at 20000 Gallon Water Tank	ORNL	Active	N	OI	OI
3092	Off-Gas Scrubber	ORNL	Active	N	OI	RAD
3092 LLLW	LLLW Lines & Leak Sites - Building 3092 Area	ORNL	Active	N	OI	OI
3093	Krypton-85 Storage Cubicle	ORNL	Active	N	OI	OI
3098	Filter House/Isotope Area Ductwork	ORNL	Active	N	OI	RAD
3098	Process Off Gas Filterhouse (BSR)	ORNL	Active	N	OI	RAD
3099	Storage Pad	ORNL	Active	N	OI	OI
3102	Heat Exchanger No. 2 ORR	ORNL	Active	N	OI	OI
3103	Cooling Tower Basin ORR	ORNL	Active	N	OI	OI
3105	LGWOD Health Physics Office	ORNL	Active	Y	OI	OI
3106	4500 Area Filters	ORNL	Active	N	OI	RAD
3107	Neutron Flight Tube Building	ORNL	Active	N	OI	OI
3109	Process Off-Gas (POG) Filters for ORR	ORNL	Active	N	OI	RAD
3110	Cell Vent Filter House	ORNL	Active	N	OI	OI
3117	BSR cooling tower basin	ORNL	Active	N	OI	RAD
3117A	Building 3117A-Sulfuric Acid Tank	ORNL	Active	N	OI	RAD
3118	Radioisotope Production Laboratory - H	ORNL	Active	N	OI	OI
3119	Pumphouse	ORNL	Active	N	OI	RAD
3125	3039 Stack Area Emergency Generator	ORNL	Active	N	OI	OI
3126	Normal Off-gas (NOG) Charcoal Filter for ORR	ORNL	Active	N	OI	OI

3127	LGWO Documentation Mgmt. Storage	ORNL	Active	N	OI	OI
3130	Waste Operations Control Center	ORNL	Active	Y	OI	OI
3133	BV Valve Box 1A	ORNL	Active	N	L	2
3139	Cell Ventilation Filter for ORR	ORNL	Active	N	OI	OI
3140	3026 C/D Filter House	ORNL	Active	N	OI	RAD
3145	LLLW Storage Building	ORNL	Active	N	OI	OI
3151	MH25 Monitoring Station	ORNL	Active	N	OI	OI
3154	MH112 Monitoring Station	ORNL	Active	N	OI	OI
3155	MH114 and MH234 Monitoring Station	ORNL	Active	N	OI	OI
3158	3025/3026 & Isotope Area CV Duct Monitoring Station	ORNL	Active	N	OI	OI
3159	3500 Area & 4500 Area CV Duct Monitoring Station	ORNL	Active	N	OI	OI
3165	Grounds at ORR 10000 Gallon Decay tank	ORNL	Active	N	OI	OI
3500 W LLLW	LLLW Lines & Leak Sites - Sewer Near Building 3500	ORNL	Active	N	OI	OI
3502B	Concentrator #4	ORNL	Active	N	OI	OI
3503 Area Soil	Mercury Contaminated Soil	ORNL	Active	N	OI	NONE
3503 LLLW	LLLW Lines & Leak Sites - Building 3503 Ground Contamination	ORNL	Active	N	OI	OI
3505	GAAT Maint.Tent & 3505 Staging Area	ORNL	Active	N	OI	RAD
3505 T1	NaOH sto. Tk.	ORNL	Active	N	OI	OI
3505 T2	H2SO4 sto. Tk.	ORNL	Active	N	OI	OI
3507 Soil	Grounds at South Tank Farm (Includes W-5 W-6 W-7 W-8 W-9 W-10 W-11)	ORNL	Active	N	OI	RAD
3512	Decommissioned Waste Holding Basin	ORNL	Active	N	OI	OI
3513	Waste Holding Basin (B)	ORNL	Active	N	OI	RAD
3515	Fission Product Pilot Plant	ORNL	Active	N	OI	RAD
3515 SCA	FPPP Contaminated Soil	ORNL	Active	N	OI	OI
3515 UBC	LLLW Lines & Leak Sites - Underneath Building 3515	ORNL	Active	N	OI	OI
3517	Fission Product Development Lab	ORNL	Active	N	H	2
3517 FPDL	FPDL LLW Transfer Line Between 3517 & Central Avenue	ORNL	Active	N	NONE	RAD

3517 SCA	Filter Pit (Fission Product Development Lab) Soil Contamination	ORNL	Active	N	OI	OI
3518	Neutralization Plant	ORNL	Active	N	OI	OI
3518 W LLLW	LLLW Lines & Leak Sites - Building 3518 West	ORNL	Active	N	OI	OI
3518A	LGWO Storage Building	ORNL	Active	N	OI	OI
3524	Waste Holding Basin (A)	ORNL	Active	N	OI	RAD
3525 LLLW	LLLW Lines & Leak Sites - Building 3525 to a Sump	ORNL	Active	N	OI	OI
3539	Waste Holding Basin (C)	ORNL	Active	N	OI	RAD
3540	Waste Holding Basin (D)	ORNL	Active	N	OI	RAD
3542	Storage Building	ORNL	Active	N	OI	OI
3544	Process Waste Treatment Complex (Rad)	ORNL	Active	N	OI	RAD
3544B	Filter Press Building at Bldg. 3544	ORNL	Active	N	OI	RAD
3547	FPDL Filter House	ORNL	Active	N	H	2
3548	FPDL Filter House	ORNL	Active	N	H	2
3550 UBC	LLLW Lines & Leak Sites - Underneath Building 3550	ORNL	Active	N	OI	OI
3592 Area MCA	Mercury Contaminated Soil	ORNL	Active	N	NONE	NONE
3594	Waste Management Storage Building	ORNL	Active	N	OI	OI
3597	Hot Storage Garden	ORNL	Active	N	OI	RAD
3608	Process Waste Treatment Complex (Non-Rad)	ORNL	Active	Y	OI	RAD
3613	DB Monitoring Station	ORNL	Active	N	OI	OI
3614	MH190 Monitoring Station	ORNL	Active	N	OI	OI
3615	MH235 Monitoring Station	ORNL	Active	N	OI	OI
3616	MH149 Monitoring Station	ORNL	Active	N	OI	OI
3617	MH229 Monitoring Station	ORNL	Active	N	OI	OI
3618	Bldg over Tanks WC-10 to WC-15_ WC-17	ORNL	Active	N	OI	RAD
3620	Hot Off-Gas Collection Tank F-2175	ORNL	Active	N	OI	OI
3623	FPDL Filter House	ORNL	Active	N	H	2
3624	FPDL Flammable Storage Cabinet	ORNL	Active	N	H	2
3626	GAAT Control trailer	ORNL	Active	N	OI	OI
3627	AGAAT Break Trailerrea around tent and sto. Bldg.	ORNL	Active	N	OI	OI
4411	Groundwater monitoring well	ORNL	Active	N	OI	OI

4501 Area MCA	Mercury Contaminated Soil	ORNL	Active	N	OI	NONE
4501P	LLLW tank	ORNL	Active	N	OI	OI
4507	High Radiation Level Chemical Development Lab	ORNL	Active	N	OI	RAD
4508 Area Soil	Mercury Contaminated Soil	ORNL	Active	N	OI	NONE
4508 N LLLW	LLLW Lines & Leak Sites - Building 4508, North	ORNL	Active	Y	OI	OI
4556	Filter Pit for Building 4507	ORNL	Active	N	OI	RAD
6556 A	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 B	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 C	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 D	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 E	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 G	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 J	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 K	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 L	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 M	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 Q	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 R	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 S	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST1	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST2	ORNL ER Facility & Laboratory Trailers (transferred to UTB)	ORNL	Active	N	OI	
6556 ST3	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST4	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST5	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI

6556 ST6	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST8	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 ST9	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N	OI	OI
6556 T	HRE D&D Trailers	ORNL	Active	N	OI	OI
7002A	Grounds abandoned at underground waste oil sto. Tk.	ORNL	Active	N	OI	OI
7019 Area	Thorium Storage Silos	ORNL	Active	N	OI	OI
7025	Tritium Target Facility	ORNL	Active	N	OI	OI
7078 A	ORNL ER Facility	ORNL	Active	Y	OI	OI
7078 B	ORNL ER Facility	ORNL	Active	Y	OI	OI
7078 C	ORNL ER Facility	ORNL	Active	Y	OI	OI
7078 D	ORNL ER Facility	ORNL	Active	Y	OI	OI
7078 E	ORNL ER Facility (Burned/Taken to Landfill)	ORNL	Active	Y	OI	OI
7078 F	ORNL ER Facility (moved to K27 Project)	ETTP	Active			
7500	Homogeneous Reactor Experiment	ORNL	Active	N	OI	RAD
7502	Radioactive Waste Evaporator (Bldg. 7500)	ORNL	Active	N	L	RAD
7503	Molten Salt Reactor Experiment (MSRE) Facility	ORNL	Active	Y		2
7505	LGWOP Maintenance Support Offices - SLAB ONLY	ORNL	Active	N	L	RAD
7506	LGWOP Maintenance Support Shop	ORNL	Active	Y	OI	OI
7507	Hazardous Waste Storage Facility	ORNL	Active			
7507W	Mixed Waste Storage	ORNL	Active	N	L	RAD
7509	MSRE Office Building	ORNL	Active	Y		2
7511	CVS Filter Pit	ORNL	Active			
7512	Radiator Shack	ORNL	Active	N		
7514	Supply Air Filter House	ORNL	Active	N		
7516	MSRE Field Service Shop	ORNL	Active	Y		2
7554	Cooling Tower Basin (for Building 7500)	ORNL	Active	N	L	RAD
7555	MSRE Diesel Generator House (for 7503)	ORNL	Active	Y		2
7556	Homogeneous Reactor Experiment (HRE) Pond	ORNL	Active	N	L	RAD

7557	Charcoal Absorber Pit (for Building 7500)	ORNL	Active	N	L	RAD
7558	Waste Evaporator Loading Pit (for Bldg. 7500)	ORNL	Active	N	L	RAD
7559	Charcoal Absorber Valve Pit (for Bldg. 7500)	ORNL	Active	N	L	RAD
7560	LLLW tank	ORNL	Active	N	OI	OI
7561	HRE Decontamination Pad/Shed	ORNL	Active	N	L	RAD
7562	LLLW tank	ORNL	Active	N	OI	OI
7563	Circulator Pump Pit (for Bldg 7500)	ORNL	Active	N	L	RAD
7572	CH-TRU Storage	ORNL	Active	N	L	2
7574	CH-TRU Storage	ORNL	Active	N	L	2
7582	LGWO Spare Parts Facility	ORNL	Active	Y	OI	OI
7583A	Rubb Storage Shelter	ORNL	Active	N	OI	OI
7583B	Rubb Storage Shelter	ORNL	Active	N	OI	OI
7583C	Rubb Storage Shelter	ORNL	Active	N	OI	OI
7602	Integrated Process Demo Facility	ORNL	Active	N	OI	RAD
7615 Soil	Grounds and Paint Solvents Storage Tank	ORNL	Active	N	OI	TBD
7658	Closed Contractors Landfill	ORNL	Active	N	OI	OI
7659C	Soil Injection of Radioactive Gas	ORNL	Active	N	OI	OI
7667	Chemical Detonation Facility	ORNL	Active		OI	OI
7711	Process Waste Basin	ORNL	Active	N	OI	OI
7759	Cs-137 Forest Research Area	ORNL	Active	N	OI	OI
7800	SWSA 4 Burial Grounds	ORNL	Active	N	OI	RAD
7802	SWSA 5 South Cap	ORNL	Active	N	OI	RAD
7802B	Seep Area D Collection and Treatment Unit	ORNL	Active			RAD
7802C	Deep Monitoring Well #1	ORNL	Active	N	OI	OI
7802D	Deep Monitoring Well #2	ORNL	Active	N	OI	OI
7802E	Sludge Removal Test Tank (out of service)	ORNL	Active	N	OI	OI
7802N-22	SWSA 5 North Trench Disposal Area-22 trench area	ORNL	Active	N		
7802N-4	SWSA 5 North Trench Disposal Area-4 trench area	ORNL	Active	N	OI	RAD
7805	Chemical Waste Pit 1	ORNL	Active	N	OI	RAD

7806	Chemical Waste Pit 2	ORNL	Active	N	OI	RAD
7807	Chemical Waste Pit 3	ORNL	Active	N	OI	RAD
7808	Chemical Waste Pit 4	ORNL	Active	N	OI	RAD
7809	Chemical Waste Trench 5	ORNL	Active	N	OI	RAD
7810	Chemical Waste Trench 6	ORNL	Active	N	OI	RAD
7813	White Oak Dam	ORNL	Active	N	OI	RAD
7818	Chemical Waste Trench 7	ORNL	Active	N	OI	RAD
7821	Emergency Waste Basin North of SWSA 6	ORNL	Active	N	OI	OI
7822	SWSA 6 Cap A	ORNL	Active	N	OI	RAD
7822	SWSA 6 Cap B	ORNL	Active	N	OI	RAD
7822	SWSA 6 Cap C	ORNL	Active	N	OI	RAD
7822	SWSA 6 Cap D	ORNL	Active	N	OI	RAD
7822	SWSA 6 Cap E	ORNL	Active	N	OI	RAD
7822-K						
7822E	Hill Cut Test Facility	ORNL	Active	N	OI	RAD
7822K	Radioactive Solid Waste Storage	ORNL	Active	N	L	2
7823	Mixed Waste Storage	ORNL	Active	N	L	3
7823A	Storage Wells	ORNL	Active	N	OI	OI
7823B	Temp. LLW Storage	ORNL	Active	N	L	3
7823C	Temp. LLW Storage	ORNL	Active	N	L	3
7823D		ORNL				
7823D	RUBB Tent	ORNL	Active	N	L	3
7823E	Temp. LLW Storage	ORNL	Active	N	L	3
7823F	Equipment Storage	ORNL	Active		OI	OI
7824	Waste Examination and Assay Facility	ORNL	Active	Y	L	OI
7824A	Waste Examination and Assay Facility Office Trailer	ORNL	Active	Y	L	OI
7826	CH-TRU Waste Drum Storage	ORNL	Active	N	L	2
7827	Shielded Dry Well Storage	ORNL	Active	N	L	2
7829	Shielded Dry Well Storage	ORNL	Active	N	OI	OI
7830	MVST Facility	ORNL	Active	N	L	2
7830A	Mixed Waste Storage Tank	ORNL	Active	N	OI	OI
7831	Field Office	ORNL	Active	Y	OI	OI
7834	CH-TRU Waste Drum Storage	ORNL	Active	N	M	2
7835	Process Waste Sludge Basin	ORNL	Active	N	L	RAD
7841	Contaminated Scrap Yard	ORNL	Active	N	OI	RAD
7842A	SWSA 6 Laydown Area	ORNL	Active	N	OI	OI
7842B	SWSA 6 Storage Tent	ORNL	Active	N	OI	OI

7846	White Oak Lake (Excluding Dam)	ORNL	Active	N	L	RAD
7855	RH-TRU Waste Storage	ORNL	Active	N	L	2
7855A	Equipment Storage	ORNL	Active	N	OI	OI
7856	MVST Annex	ORNL	Active	N	L	2
7857	IWMF Storage and Sampling Building	ORNL	Active	N	OI	OI
7859A	Monitoring Shed	ORNL	Active	N	OI	OI
7860	New Hydrofracture Facility	ORNL	Active	N	L	RAD
7863	General Storage for Bldg 7860	ORNL	Active	N	OI	RAD
7872	Concentrator 7	ORNL	Active	N	OI	OI
7874	Storage Building	ORNL	Active	Y	OI	RAD
7876	Health Physic Office Trailer	ORNL	Active	Y	SI	SI
7877	LLLW Solidification Facility	ORNL	Active	N	L	2
7879	CH-TRU Waste Storage	ORNL	Active	N	L	2
7882	Desiel Generator for 7877	ORNL	Active	N	OI	OI
7883	RH-TRU Waste Storage	ORNL	Active	N	L	2
7886	Interim Waste Management Facility	ORNL	Active	N	OI	RAD
7887	Soilid Liquid Separation System	ORNL	Active	N	L	2
7888	Cask Loading Facility	ORNL	Active	N	OI	OI
7892	Storage Building for 7856	ORNL	Active	N	OI	OI
7895	SWSA 4 Water Treatment Plant	ORNL	Active			RAD
7898	Classified Burial Grounds (SWSA 5 N area)	ORNL	Active	N	NONE	NONE
7899	Well Driller's Steam Cleaning Area (near WAG 5)	ORNL	Active	N	OI	OI
7905	HFIR Waste Holding Basin	ORNL	Active	N	L	RAD
7906	HFIR Waste Holding Basin	ORNL	Active	N	L	RAD
7907	HFIR Waste Holding Basin	ORNL	Active	N	L	RAD
7908	HFIR Waste Holding Basin	ORNL	Active	N	L	RAD
7919	HFIR TRU and TURF Manholes Monitoring Station	ORNL	Active	N	OI	OI
7922A	Concentrator 6	ORNL	Active	N	OI	OI
7935	Equipment Cleaning Facility (transferred to UTB)					
7961	MV Collection Tank Facility	ORNL	Active	N	OI	RAD
7966	MCS for Bldgs 7920 & 7930	ORNL	Active	N	L	2
81-10	Mercury Contaminated	Y12	Active	N	OI	RAD

	Soils					
9201-4	Alpha 4	Y12	Active	N	L	OI
9204-3	Isotope Enrichment Facility (Actinide)	Y12	TBD			
9213	Criticality Laboratory	Y12	Retired	N	OI	RAD
9401-2	Plating Shop	Y12	Active	N	OI	OI
9418-3	Uranium Vault YD-115	Y12	Active	N	OI	RAD
9419-1	Bldg 9419-1 Decontamination Pad	Y12	Active	N	OI	RAD
9500-120	Container Waste Storage Area	Y12	Active	N	OI	OI
9500-121	Container Waste Storage Area	Y12	Active	N	OI	OI
9500-149	Container Waste Storage Area	Y12	Active	N	OI	OI
9720-44	Sludge Handling Facility	Y12	Active	N	OI	OI
9720-45	Garage Shed at OD-10	Y12	Active	N	OI	OI
9720-45	Metal Structure over OD-10	Y12	Active	N	OI	OI
9720-45	OD-10 Office Building	Y12	Active	N	OI	OI
9720-45	Oil Dike 10	Y12	Active	N	OI	OI
9720-60	Disposal Area Remedial Action (DARA) Solids Storage Unit YS-051	Y12	Active	N	L	RAD
9809-1	Three Sided Storage Building	Y12	Active	N	L	RAD
9811-8	Metal Structure over OD-9 (S-039)	Y12	Active	N	OI	OI
9811-8	Oil Dike 9	Y12	Active	N	OI	OI
9825	PCB Contaminated Soils	Y12	Active	N	OI	OI
9825-1	Uranium Oxide Storage Vault (UOSV)	Y12	Active	N	L	RAD
9825-2	Uranium Oxide Storage Vault (UOSV)	Y12	Active	N	L	RAD
9840-4	Drum Cleaning Station at OD-10	Y12	Active	N	OI	OI
9983-FM	Wells Cargo Trailer at OD-10	Y12	Active	N	OI	OI
BVCH	Bethel Valley Control Header	ORNL	Active	N	L	2
CH-8	Corehole 8 Groundwater Monitoring Wells	ORNL	Active	N	NONE	OI
CT10-7500	HRE D&D Trailers (Moved to K27 Project)	ETTP	Active			
CT6-7500	HRE D&D Trailers (Moved to K27 Project)	ETTP	Active			

CT7-7500	HRE D&D Trailers (Transferred to DOE)					
CT8-7500	HRE D&D Trailers (Transferred to DOE)					
CT8-7800						
CT8-7800	Outdoor Storage Pad	ORNL	Active		L	3
CT9-7500	HRE D&D Trailers (Transferred to DOE)					
F501	LLLW Tank	ORNL	Active	N	L	RAD
GAAT and Assoc. Fac.	GAAT Storage Area (East/North of Maint Tent.)	ORNL	Active	N	OI	RAD
GAAT Maintenance Tent and Surrounding Area	GAAT Maint Tent and 3505 South Staging Area	ORNL	Active	N	OI	RAD
H-209	Grounds at Tank H-209 West of Building 3517 in the Bethel Valley Main Laboratory Area	ORNL	Active	N	OI	OI
HF-S1	Hydrofracture Experimental Site #1	ORNL	Active	N	L	RAD
HF-S1A	Hydrofracture Experimental Site #1 Soil Contamination	ORNL	Active	N	L	RAD
HF-S2	Hydrofracture Experimental Site #2	ORNL	Active	N	L	RAD
HF-S2A	Hydrofracture Experimental Site #2 Soil Contamination	ORNL	Active	N	L	RAD
IVTL	Inter Vallet Transfer Line	ORNL	Active	N	L	2
MISC	7078 Area Former Construction Site	ORNL	Active	N	OI	OI
MISC	Abandoned Burn Pit	ORNL	Active	N	OI	OI
MISC	Aircraft Reactor Experiment Surface Impoundment	ORNL	Active	N	OI	OI
MISC	ARE Contaminated Tool Storage	ORNL	Active	N	OI	OI
MISC	Bearden Creek Dump Site	ORNL	Active	N	OI	OI
MISC	Buried Scrap Metal Area	ORNL	Active	N	OI	OI
MISC	C-14 Allocation in Woody Biomass Plantation Species	ORNL	Active	N	OI	OI
MISC	Ca-45 Tagged Trees	ORNL	Active	N	OI	OI
MISC	Contractor Spoils Area - Melton Valley W-SW of 7900	ORNL	Active	N	OI	OI

MISC	Cr-51 Contaminated Grass Plots	ORNL	Active	N	OI	OI
MISC	Cs-134 Contaminated Oak Trees	ORNL	Active	N	OI	OI
MISC	Cs-134 Tagged Tree	ORNL	Active	N	OI	OI
MISC	Cs-137 Contaminated Forest Floor	ORNL	Active	N	OI	OI
MISC	Cs-137 Contaminated Forest Understory	ORNL	Active	N	OI	OI
MISC	Cs-137 Contaminated Meadow	ORNL	Active	N	OI	OI
MISC	Cs-137_ Co-60 Contaminated Forest Area (Chestnut Ridge) (Eastern area)	ORNL	Active	N	OI	OI
MISC	Cs-137_ Co-60 Contaminated Forest Area (Chestnut Ridge) (Western area)	ORNL	Active	N	OI	OI
MISC	Cs-137_ Fe-59 Contaminated Animal Pens (McNew Hollow)	ORNL	Active	N	OI	OI
MISC	Drainage 1 in WAG 5	ORNL	Active	N	L	RAD
MISC	Drainage 3 next to WAG 5	ORNL	Active	N	L	RAD
MISC	First Creek Contamination Area	ORNL	Active	N	OI	OI
MISC	First Creek Planting and Riparian Corridor	ORNL	Active	N	OI	OI
MISC	Former Waste Pile Area (South of NRWTP)	ORNL	Active	N	OI	OI
MISC	HFIR Cooling Tower Surface Impoundment	ORNL	Active	N	OI	OI
MISC	HFIR Drive Disposal Site	ORNL	Active	N	L	RAD
MISC	Homogeneous Reactor Experiment (HRE) Fuel Wells	ORNL	Active	N	OI	RAD
MISC	Inactive Wells (Bethel Valley)	ORNL	Active	N	OI	OI
MISC	Inactive Wells (Melton Valley)	ORNL	Active	N	OI	OI
MISC	Intermediate Holding Pond	ORNL	Active	N	L	RAD
MISC	Lagoon Road Contamination Area	ORNL	Active	N	OI	OI
MISC	Leak in Line Between Pit 3 and Trench 6	ORNL	Active	N	OI	RAD
MISC	Leak in Transfer Line from Decon Facility and Pit 1	ORNL	Active	N	OI	RAD

MISC	Leak in Valve Pit North of Trench 7	ORNL	Active	N	OI	RAD
MISC	LLLW Line Leak Site Gauging Station SWMU, 200' West of WOC Gauging Station near OHF	ORNL	Active	N	OI	RAD
MISC	LLLW Line Leak Site Trench 7 Access Road, 200' North of Trench 7 Leak Site 2	ORNL	Active	N	OI	RAD
MISC	LLLW Lines & Leak Sites - 7500 Area	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - 7920 Ditch Line	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - Bldg. 7920 & MV Pumping Station Area	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - Lagoon Rd & Melton Valley Dr.	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - Melton Valley Drive & SWSA 5 Access	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - West of Melton Valley Pumping Station	ORNL	Active	N	L	RAD
MISC	LLLW Lines & Leak Sites - Melton Valley Transfer Line	ORNL	Active	N	L	RAD
MISC	LLW Line Leak Site, Trench 6 Southeast SWMU, 150' southeast of Trench 6	ORNL	Active	N	OI	RAD
MISC	LLW Line North of Lagoon Road	ORNL	Active	N	L	RAD
MISC	Melton Valley Access Road Dump Site	ORNL	Active	N	OI	OI
MISC	Monitoring Station 1	ORNL	Active	N	OI	OI
MISC	Monitoring Station 3	ORNL	Active	N	OI	OI
MISC	New Hydrofracture Injection Well	ORNL	Active	N	L	RAD
MISC	NHF Grout Sheets	ORNL	Active	N	OI	OI
MISC	OHF Grout Sheets (HF-3)	ORNL	Active	N	OI	OI
MISC	PWSB Pipeline from PWSB to Process Waste Treatment Plant	ORNL	Active	N	L	RAD

MISC	Soil at HRE Decontamination Pad/Shed	ORNL	Active	N	OI	OI
MISC	SWSA 6 TVA Easement	ORNL	Active	N	OI	OI
MISC	T-1 T-2 and HFIR Tanks	ORNL	Active	N	OI	RAD
MISC	Tc-99 & Np-237 Contaminated Soil Lysimeters-Plutonium	ORNL	Active	N	NONE	OI
MISC	Trash Area East of HRE Parking Lot	ORNL	Active	N	OI	OI
MISC	Waste Valve Pit (HRE)	ORNL	Active	N	L	RAD
MISC	West End Dump Site	ORNL	Active	N	OI	OI
MISC	WOC Floodplain Soils & Sediments	ORNL	Active	N	OI	OI
N. Cent. Ave. LLLW	LLLW Lines & Leak Sites - Abandoned Line Central Ave Area	ORNL	Active	N	OI	OI
No Number	East Borrow Area	Y12	Retired	N	OI	OI
No Number	Filled Coal Ash Pond	Y12	Active	N	OI	SI
No Number	Interim Drum Yard Contaminated Soils	Y12	Active	N	OI	RAD
No Number	Kerr Hollow Quarry	Y12	Active	N	OI	RAD
OD-7	Oil Dike 7	Y12	Active	N	OI	OI
ORR H20 LLLW	LLLW Lines & Leak sites-ORR water line	ORNL	Active	N	OI	OI
ORR H2O LLLW	LLLW Lines & Leak Sites - ORR Water Line	ORNL	Active	N	OI	OI
STT	Shielded Transfer Tanks	ORNL		N	L	3
SWSA-1 LLLW	LLLW Lines & Leak Sites - Northwest of SWSA-1	ORNL	Active	N	OI	OI
T-14	LLLW tank	ORNL	Active	N	OI	RAD
T-30	LLLW tank	ORNL	Active	N	OI	RAD
TH-1	LLLW tank	ORNL	Active	N	OI	OI
TH-2	LLLW tank	ORNL	Active	N	OI	OI
TH-3	LLLW tank	ORNL	Active	N	OI	OI
TH-4	LLLW tank	ORNL	Active	N	OI	OI
Trench 13	Trench 13	ORNL	Active	N		3
W-1	LLLW Tank	ORNL	Active	N	L	RAD
W-10	LLLW Tank	ORNL	Active	N	OI	RAD
W-11	LLLW tank	ORNL	Active	N	OI	RAD
W-12	LLLW tank	ORNL	Active	N	OI	OI
W-13	LLLW tank	ORNL	Active	N	OI	OI
W-14	LLLW tank	ORNL	Active	N	OI	OI
W-15	LLLW tank	ORNL	Active	N	L	RAD
W-16	LLLW tank	ORNL	Active	N	OI	OI

W-17	LLLW tank	ORNL	Active	N	OI	RAD
W-18	LLLW tank	ORNL	Active	N	OI	RAD
W-19	LLLW tank	ORNL	Active	N	L	RAD
W-1A	LLLW Tank	ORNL	Active	N	OI	RAD
W-2	LLLW tank	ORNL	Active	N	OI	RAD
W-20	LLLW tank	ORNL	Active	N	L	RAD
W-3	LLLW tank	ORNL	Active	N	OI	RAD
W-4	LLLW tank	ORNL	Active	N	OI	RAD
W-5	LLLW Tank	ORNL	Active	N	OI	RAD
W-6	LLLW Tank	ORNL	Active	N	OI	RAD
W-7	LLLW Tank	ORNL	Active	N	OI	RAD
W-8	LLLW Tank	ORNL	Active	N	OI	RAD
W-9	LLLW Tank	ORNL	Active	N	OI	RAD
W1-I	LLLW tank	ORNL	Active	N	L	RAD
WAG 1 WOC	WAG 1-WOC Floodplain Soils & Sediments	ORNL	Active	N	OI	OI
WC-1	LLLW tank	ORNL	Active	N	OI	RAD
WC-1 TO WC-5	LLLW Lines & Leak Sites - Between WC-1 & W-5	ORNL	Active	N	OI	OI
WC-10	LLLW tank	ORNL	Active	N	OI	RAD
WC-10 LLLW	LLLW Leak Site Between WC-10 Tank and LLLW Central Waste Collection Header	ORNL	Active	N	OI	OI
WC-11	LLLW tank	ORNL	Active	N	OI	RAD
WC-12	LLLW tank	ORNL	Active	N	OI	RAD
WC-13	LLLW tank	ORNL	Active	N	OI	OI
WC-14	LLLW tank	ORNL	Active	N	OI	OI
WC-15	LLLW tank	ORNL	Active	N	OI	OI
WC-17	LLLW tank	ORNL	Active	N	OI	OI
WC-19	LLLW tank	ORNL	Active	N	OI	OI
WC-2	LLLW tank	ORNL	Active	N	OI	OI
WC-20	LLLW tank	ORNL	Active	N	L	RAD
WC-3	LLLW tank	ORNL	Active	N	OI	RAD
WC-4	LLLW tank	ORNL	Active	N	OI	RAD
WC-5	LLLW tank	ORNL	Active	N	OI	OI
WC-5 TO WC-19	LLLW Lines & Leak Sites - Between W-5 & WC-19	ORNL	Active	N	OI	OI
WC-6	LLLW tank	ORNL	Active	N	OI	OI
WC-7	LLLW tank	ORNL	Active	N	OI	OI
WC-8	LLLW tank	ORNL	Active	N	OI	OI
WC-9	LLLW tank	ORNL	Active	N	OI	RAD
West Borrow Area	West Borrow Area	Y12	Active	N	OI	OI
YD-008	Oil Retention Pond No. 1	Y12	Active	N	OI	RAD

YD-009	Oil Retention Pond No. 2	Y12	Active	N	OI	RAD
YD-023	Chestnut Ridge Security Pits	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas East, Trench A16	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas East, Trench A17	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas East, Trench A18	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas West, D East	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas West, D West	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas West, Trench E	Y12	Active	N	OI	RAD
YD-024	BCBG Non-permitted Areas West, Trench J	Y12	Active	N	OI	RAD
YD-024	BCBG Unit A North	Y12	Active	N	OI	RAD
YD-024	BCBG Unit A South	Y12	Active	N	OI	RAD
YD-024	BCBG Unit C East	Y12	Active	N	OI	RAD
YD-024	BCBG Unit C West	Y12	Active	N	OI	RAD
YD-024	BCBG Walkin Pits	Y12	Active	N	OI	RAD
YD-024-H	Boneyard/Burnyard	Y12	Active	N	OI	RAD
YD-024-H	Hazardous Chemical Disposal Area	Y12	Active	N	OI	RAD
YD-025	Chestnut Ridge Sediment Disposal Basin	Y12	Active	N	OI	RAD
YD-026	United Nuclear Corporation Site	Y12	Active	N	OI	RAD
YD-101	Sanitary Landfill I	Y12	Active	N	OI	SI
YD-105	Ravine Disposal Site	Y12	Active	N	OI	RAD
YD-107	Construction Spoil Area I	Y12	Active	N	OI	OI
YD-108	Roger's Quarry	Y12	Active	N	OI	OI
YS-020	Salvage Yard Oil/Solvent Drum Storage Area OSY East	Y12	Active	N	H	RAD
YS-027	Contaminated Construction Soil Pile	Y12	Active	N	OI	RAD
YS-042	Chestnut Ridge Borrow Area Waste Pile	Y12	Active	N	OI	OI
YS-043	East Chestnut Ridge Waste Pile & Sump	Y12	Active	N	L	RAD
YS-125	SY-200 Yard	Y12	Active	N	OI	OI
YS-126	Temporary Storage Area	Y12	Active	N	OI	OI
YS-131	Chestnut Ridge Mercury Gully Soil Pile	Y12	Active	N	OI	OI

YT-004	S-3 Ponds Insitu Groundwater System E (Pathway 1)	Y12	Active	N	OI	OI
YT-004	S-3 Ponds Insitu Groundwater System E (Pathway 2)	Y12	Active	N	OI	OI
YT-004	S-3 Ponds Pavement and Site	Y12	Active	N	OI	RAD
YT-010	New Hope Pond	Y12	Active	N	OI	RAD
YT-014	Oil Landfarm Soils Storage Area	Y12	Active	N	OI	RAD

Section C, Attachment C – No Path to Disposition - MLLW						
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Treatment Facility**	**Planned Disposition Facility**	**Schedule**	**Container Count**	**Volume (m^3)**
CMBST Code						
	EnergySolutions (VTD) - Combustion of Condensate at DSSI					
Formerly NPTD. Treatment option now available and being utilized.	**Plan:** Treatment CMBST code waste via VTD at EnergySolutions (Clive). Dispose the dry residue at EnergySolutions (Clive). Treat the condensate from VTD at DSSI. **Status:** All CMBST code waste that was in BJC storage has been shipped to EnergySolution for treatment via VTD. Treatment is in process. CMBST code waste in the possession of M&EC remains to be shipped to EnergySolutions for treatment.	1) EnergySolutions (VTD) 2) DSSI (Combustion of condensate)	EnergySolutions (Solids from VTD)	VTD of the CMBST code waste shipped to EnergySolutions should be completed by mid-CY2010 and condensate should be shipped to DSSI by September 30, 2010.	216	58.70
Classified						
	M&EC or EnergySolutions					
Formerly NPTD. Treatment options for classified waste that can be treated via stabilization or macroencapsulation are now available.	**Plan:** Waste that can be treated by stabilization or macroencapsulation will be treated by M&EC or EnergySolutions (Bear Creek). **Status:** BJC has received proposal from M&EC and EnergySolutions. BJC is preparing to request best and final offers.	M&EC or EnergySolutions	Nevada Test Site	Treatment to be completed by the end of FY2010.	107	36.00
Classified with Dioxin & Furan Codes						
There are no treatment outlets for	**Plan:** BJC is searching for potential treatment options for this waste. **Status:** No treatment options have yet been	TBD	Nevada Test Site	TBD	6	1.30

classified mixed waste containing dioxins and furans currently available for waste from the Oak Ridge Reservation.	identified.					
Liquids with Dioxin & Furan Codes						
There are no treatment outlets currently available for dioxin and furan coded mixed waste.	**Plan:** BJC is searching for potential treatment options for this waste. **Status:** No treatment options have yet been identified.	TBD	TBD	TBD	61	13.04
Radioisotope Thermoelectric Generators (RTGs)						
This SNAP-7C RTG contains mercury and is regulated as mixed waste. Existing disposal facilities do not accept GTCC MLLW not meeting	**Plan:** TBD	TBD	TBD		1	0.15

LDR.						
This Weather Bureau RTG contains mercury and is regulated as mixed waste. Existing disposal facilities do not accept GTCC MLLW not meeting LDR.	**Plan:** TBD	TBD	TBD		1	0.07

Section C, Attachment C – No Path to Disposition - LLW								
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Disposal Facility**	**Grouted**	**NRC Classification**	**DOT Package Requirement**	**Schedule**	**Container Id**	**Volume (m^3)**
No Path RH Canister Waste								
Generator characterization inadequate for NTS approval. Due to the lack of a BJC facility to safely open the canisters, the shipments to disposal were delayed.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B CNS-1-13G. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no modifications required.	NTS	No	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN 006250	0.08
Generator characterization inadequate for NTS approval. RH canister was planned for shipment in a Type B cask capable of shipping high wattage waste; a DOT shipping cask was unavailable for high wattage Sr-90 waste. A modification to a Type B cask	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B NAC International Cask for high wattage waste. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no modifications required.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN 005613	0.08

Certification of Conformance must be completed prior to shipment; therefore shipments to disposal were delayed.								
Generator characterization inadequate for NTS approval. RH canister was planned for shipment in a Type B cask capable of shipping high wattage waste; a DOT shipping cask was unavailable for high wattage Sr-90 waste. A modification to a Type B cask Certification of Conformance must be completed prior to shipment; therefore shipments to disposal were delayed.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B NAC International Cask for high wattage waste. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no modifications required.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN 005614	0.08
No Path RH Vault Waste								
Direct Shipment to Disposal in Type A Freight Container								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN 008229	3.75

High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Type A DOT certification requirements. Ship to NTS/Energy Solutions for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9501 078	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9600 857	3.75

characterization inadequate for NTS approval.	for disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9800 357	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS/Energy Solutions for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10C9800 379	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9800 399	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9802 390	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9802 777	3.75

specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate shield plate to secure to outside of vault to reduce dose rate to meet DOT dose rate limits. Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type A	Disposal planned to be complete in FY11	X10C9802 410	2.72
Characterization, Processing, and Repackaging at FW EnergX Hotcell								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste	NTS	YE S	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN 007648	3.75

High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Containers will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YES	Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN008171	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and	NTS	YES	Class C	Type B	Disposal planned to be complete in FY11	X10C9310170	1.53

characterization inadequate for NTS approval.	disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9601 193	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YES	> Class C	Type B	Disposal planned to be complete in FY11	X10C9601 263	1.53

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 466	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9702 545	3.75
Direct Shipment to Disposal in Type B Shipping Cask								

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 295	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 318	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 386	3.75

specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 387	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 388	3.75

engineered for retrieval. Generator characterization inadequate for NTS approval.								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 317	3.75
Processing and Repackaging at UT-B Hotcell								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of drums, addition of absorbent, and repackaging of waste into shielded Type A drums (total 6 overpacks). Ship to NTS. Key Assumption: Water can be dealt with by adding absorbent and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10C9601 285	2.72

approval.								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of drums, addition of absorbent, and repackaging of waste into shielded Type A drums (total 6 overpacks). Ship to NTS. Key Assumption: Water can be dealt with by adding absorbent and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9601297	2.72
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 8 canisters, and repackaging of 1 canisters into each shield overpack (total 8 overpacks). Design and fabricate 8 standard size Hi-Rad sleeves to provide additional shielding within the standard overpack design to meet NTS ALARA requirements. Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9800351	3.75

	characterization coupled with confirmation NDA is sufficient for disposal at NTS.							
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 2 canisters, and repackaging of 1 canisters into each shield overpack (total 2 overpacks). Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9800 380	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 3 canisters, and repackaging of 1 canisters into each shield overpack (total 3 overpacks). Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9802 871	3.75

approval.								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 16 canisters, and repackaging of 3 canisters into each shield overpack (total 6 overpacks). Design and fabricate 6 new size Hi-Rad sleeves to provide additional shielding within the standard overpack design to meet NTS ALARA requirements. Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9800 352	7.61
Direct Shipment to Disposal in Type B Shipping Cask								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval.	Design and fabricate shield walls within TRU Trench tent to reduce dose rate outside tent. Establish controls for contamination control within the storage cask and on the HIC to allow for the cask to be bagged or wrapped and placed directly into the shipping cask and the storage cask to be closed and shipped directly to disposal without decontamination. Relocate cask to	NTS	No	DB	DB	Disposal planned to be complete in FY11	X10C9700 565	5.15

Generator characterization inadequate for NTS approval.	TRU Trench tent and retrieve HIC from cask and place HIC into Type B shipping cask CNS-10-160B for shipment to NTS. Key Assumptions: Contamination within the storage cask and on the HIC will not require remote decontamination and generator characterization is sufficient for disposal at NTS.							
Other No Path Low-level Waste								
This LLW container was planned for disposal at Energy Solutions; although, it was located in the middle of the CH TRU storage facility and retrieval would have exposed approximately 7 workers with unnecessary dose for 1 container. The container was removed from ACP milestone and scheduled for disposition with the TRU Project.	Disposition with TRU waste through FW EnergX for sorting, segregation, and repackaging and disposal at NTS.	NTS	No	Class A	IP-1	Disposal planned to be complete in FY11	X10C9700 390	0.30
TOTAL							**30 Containers**	**107.05 m3**

Section C, Attachment C – No Path to Disposition - Other								
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Disposal Facility**	**Grouted**	**NRC Classification**	**DOT Package Requirement**	**Schedule**	**Container Id**	**Volume (m^3)**
MSRE Fuel Salts								
These salts are >100 nCi/g, and if not determined to be TRU, will be defined either as Spent Nuclear Fuel or High-level waste, most likely the latter.	Dispose as TRU is the base disposition pathway being evaluated. If not accepted as TRU, then the alternative will be to dispose as SNF or High-level waste.	WIPP	No	> Class C	Type B	TBD		4.00
Uranium Laden Charcoal Canisters								
The ULCC is >DOT requirement (300 PE-g) and >NTS WAC disposal limit (350 FGE), therefore a Type B package is required. The ULCC package does not qualify as a Type B package. Also, the ULCC package potentially involves gas generation from on-going radiolysis that must be resolved before acceptance by NTS. Additionally, the ULCC material has particulate	The disposition of the ULCC material at NTS Repackaging will likely include downblending of the materials with grout and placement into a Type A container. S&M will be performed until repackaging/processing can occur.	NTS	Yes	> Class C	Type A	TBD		0.03

characteristics that must be addressed - possibly by packaging/treatment.								
TOTAL							**# of Containers TBD**	**4.03 m3**

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SECTION D

PACKAGING AND MARKING

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D.1 PACKAGING

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

D.2 MARKING

(a) Each package, report, or other deliverable shall be accompanied by a cover letter that:

(1) Identifies the contract by number under which the item is being delivered; and

(2) Identifies the deliverable item number or report requirement which requires the delivered item(s).

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the cover letter shall be furnished to the CO. However, the CO reserves the right to request a copy of the package, report or deliverable.

D.3 SECURITY REQUIREMENTS

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

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SECTION E

INSPECTION AND ACCEPTANCE

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E.1 FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)

(a) *Definitions*. As used in this Clause—

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the Contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may:

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the Contract for default.

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SECTION F

DELIVERIES OR PERFORMANCE

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F.1 PERIOD OF PERFORMANCE

(a) After Contract award, the Contracting Officer will issue a Work Authorization (which may be concurrent with or follow Contract award). The Contractor shall commence work within 10 calendar days after the date of the Work Authorization. The Contractor shall not be entitled to allowable costs prior to the date of the Work Authorization. Work shall begin with the *Transition Period* and upon completion, immediately start the *Base Period* of the Contract.

(b) The Period of Performance of this contract includes:

(1) Transition Period – A 90-day period for transition of work from the incumbent DOE contractor(s). If necessary, the Contracting Officer (CO) may direct a change in the Contract Transition Period;

(2) Base Period – Five (5) year base period (estimated to begin July 1, 2011);

(3) Option Period - Four (4) year option performance period.

See also Section B clause entitled, *Items Being Required*.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is the East Tennessee Technology Park with certain work at the Oak Ridge National Laboratory and Y-12 Security Complex in Oak Ridge, Tennessee, and other facilities as directed by the CO.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination Clause of this Contract.

(b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the Contract that may be affected and the Contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Contract; and

(2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 CONTRACT SCHEDULE

This Clause establishes the estimated Contract Schedule. The Contractor will complete the following CLIN schedule table. It is assumed the Contract will be awarded on April 29, 2011 with a 90 day transition period, resulting in the Contractor assumption of full responsibility of the Contract requirements on August 1, 2011. At time of award, CLIN 1 will be executed. Upon completion of transition, Cleanup CLIN 4 will be executed, along with Operations CLINs 2 and 3.

Table F.4-1, Contract Schedule

CLIN	CLIN Description	Estimated Start Date	Estimated Completion Date
CLIN 1	*Transition*	*April 29, 2011*	*July 31, 2011*
CLIN 2	*Operations - Base Period – Fee Bearing*	*August 1, 2011*	*July 31, 2016*
CLIN 3	*Operations – Base Period – Non-Fee Bearing*	*August 1, 2011*	*July 31, 2016*
CLIN 4	*Cleanup – Base Period*	*August 1, 2011*	*October 16, 2015*
CLIN 5	*Option #1 – Operations – Fee Bearing*	*August 1, 2016*	*July 31, 2020*
CLIN 6	*Option #2 – Operations – Non-Fee Bearing*	*August 1, 2016*	*July 31, 2020*
CLIN 7	*Option #3 - Cleanup*	*August 1, 2014*	*February 13, 2020*
CLIN 8	*Option #4 - Cleanup*	*August 1, 2016*	*May 31, 2018*

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SECTION G

CONTRACT ADMINISTRATION DATA

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G.1 CONTRACT ADMINISTRATION

The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Heather M. Houk
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, TN 37830

The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

James D. Kopotic
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, TN 37830

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with the Section I clause, DEAR 952.242-70, *Technical Direction*. Any change in any DOE COR will be made administratively by letter from the Contracting Officer consistent with Section I clause, DEAR 952.242-70, *Technical Direction.*

The designated paying office under the contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence: With the exception of correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of

this contract, technical correspondence shall be addressed to the DOE COR with an information copy addressed to the DOE CO.

(b) Other Correspondence: All other correspondence shall be addressed to the DOE CO with information copies of the correspondence to the COR.

G.3 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a CO shall be the only individual on behalf of the Government authorized to:

(a) Accept non-conforming work;

(b) Waive any requirement of this contract; or

(c) Modify any term or condition of this contract.

G.4 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offerors, submitted with the Contractor's offer, are hereby incorporated into this contract by reference.

G.5 CORRESPONDENCE, REPORTS, AND DELIVERABLES

The following requirements apply to submission of all correspondence, reports, and data deliverables:

(a) The contractor shall ensure that all correspondence, reports, and data deliverables are as follows:

(1) Legible and sequentially numbered; and

(2) Written in clear, concise English.

(b) The contractor shall prepare transmittals as follows:

(1) Title page or cover sheet that identifies the contract by number, author, deliverable(s) (including deliverable item number or report requirement), and date; and

(2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).

(c) The Contractor shall submit correspondence, reports, and deliverables as follows:

(1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) to the CO

or designee for uploading to the DOE automated records system and in hard copy as required and/or requested.;

(2) Electronically authorize/sign all correspondence, deliverables and reports and forward all submittals to DOE-ORO;

(3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.

(d) The contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The Contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The Contractor shall assign its own identifying number to information that it either creates or changes.

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H.1 NO THIRD PARTY BENEFICIARIES

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.2 DEFINITIONS

(a) ―Workforce Transition Period" means the six month period following the date of Contract award.

(b) ―Grandfathered Employees" means employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter ―BJC MEPP"), in accordance with the terms of the BJC MEPP and applicable law.

(c) ―Non-Grandfathered Employees" means employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.

(d) ―Incumbent Employees" are the union or non-union employees who are regular employees of Bechtel Jacobs Company (BJC), or its subcontractors as of the date of Contract award.

(e) ―Non-incumbent Employees" are new hires, i.e., union or non-union employees other than Incumbent Employees who are hired by the Contractor after date of Contract award.

(f) ―Management Employees" are employees at department head positions (i.e., all those who are direct reports to the BJC President and General Manager).

(g) Portsmouth and Paducah Contractors means those contractors who have Grandfathered Employees who participate in the BJC MEPP and the BJC Multiple Employer Welfare Association (MEWA).

H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

(a) Hiring Preferences. Incumbent Employees who are not Management Employees will receive a right of first refusal and /or other preference in hiring for vacancies in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.

(1) During the Workforce Transition Period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:

(A) The Contractor shall give a right of first refusal for vacancies in Non-managerial Positions under this Contract to individuals who (1) are Incumbent Employees; (2) are employed at an Oak Ridge Office Site; and (3) hold positions or perform functions during the

Workforce Transition Period that are substantially equivalent to the vacancies in such Non-managerial Positions under this Contract and also to individuals who held positions or performed functions during the six months preceding the first day of the Workforce Transition Period that are substantially equivalent to the vacancies in such Non-managerial Positions under this Contract.

(B) The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who: (1) are Incumbent Employees, at risk of being involuntarily separated; (2) are employed at the Oak Ridge Office Site; and (3) meet the qualifications for a particular position.

(C) The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who (1) are Incumbent Employees, have been identified by their employer as being at risk of being involuntarily separated,; (2) are employed at the Oak Ridge Office Site; and (3) may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(a).

(D) Subsequent to the application of the right of first refusal in Paragraph (a)(1)(A) and the preferences in hiring in Paragraphs (a)(1)(B) and (C) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (a)(2) below.

(2) During the entire period of performance under this Contract, but subordinate to the preferences set out in Paragraphs (a)(1)(A) – (C), the Contractor shall provide preferences in hiring in the following order of precedence:

The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who (1) were formerly employed by a DOE contractor or subcontractor at a DOE defense nuclear facility; and (2) are eligible for the hiring preference contained in the clause in Section I of this Contract entitled ―DEAR 952.226-74, Displaced Employees Hiring Preference" as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

(b) Any costs incurred by the Contractor as a result of the Contractor's failure to comply with the hiring preferences as set forth in this Contract will be unallowable, unless such costs were incurred as the result of the Contracting Officer's direction.

H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Human Resources Management Plan

The Contractor shall submit, within 30 days of Contract award a Human Resources Management Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Human Resources Management 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.

(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 including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; ―Compensation for Personal Services" (Total Compensation System"). 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 meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, 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 Human Resources Management Plan as approved by the Contracting Officer.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) 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.

(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(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.

(3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.

(4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.

(e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees; 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:

(A) Pay. The Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by BJC 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 currently provided. 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 and applicable law. The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. 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) Non-Incumbent Employees . 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 following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.

(ii) Any proposed major compensation program design changes prior to implementation.

(iii) An Annual Compensation Increase Plan (CIP).

(iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.

(v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

(B) The Contracting Officer's approval of individual compensation actions will be required only for the chief executive officer and all other named Key Personnel as identified by the CO.

(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.

(f) 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 for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(2) Cost reimbursement for Incumbent Employee and Non-Incumbent 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) and (B) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d) (4) above and in calculating the cost of benefits under existing benefit plans. 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.

(A) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. 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 each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey 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.

(5) When the average total benefit per capita cost or total benefit cost 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 are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

(7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.

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

(9) Cost reimbursement for Post Retirement Benefits (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.

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

(1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and Employee Retirement Income Security Act (ERISA).

(2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.

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

(4) 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 which provides credit for service not performed under a DOE cost-reimbursement contract.

(5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.

(A) Copies of Internal Revenue Service forms 5500 with schedules; and

(B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.

(6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Management Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,

(B) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any matters of special concern to the Department of Energy (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

(C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(h) The Human Resources Management Plan shall include the following:

(1) A Pension Management Plan discussing the Contractor's plans for management and administration of all pension plans consistent with the terms of this contract. The pension management plan shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the plan year along with its draft actuarial valuation.

(2) Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the pension management plan to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding that meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the pension management plan shall include:

(A) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the plan document(s).

(B) If the actuarial valuation submitted pursuant to the annual pension management plan update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:

(i) The type of benefit restriction that will take place

(ii) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and

(iii) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions

(C) A detailed discussion of how the Contractor intends to manage the pension plan(s) to maximize the contribution predictability (i.e. forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g. five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The contractor must also share the following information with the Department during the meeting:

(i) Strategy for achieving and maintaining fully-funded status of the plan(s);

(ii) Investment policy statement for the plan, with any recent updates;

(iii) Results of recent asset liability studies (required to be preformed every 3 years or after a significant event) including rational for maintaining current asset allocation strategy;

(iv) Comparison of budget projections submitted to the Department to actual contributions;

(v) Any recent reports, findings, or recommendations provided by the plan's investment consultant; and

(vi) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years).

(D) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.

(i) <u>Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans</u>

(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. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

(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.

H.5 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to the clause at H.3 entitled, ―Workforce Transition and Employee Hiring Preferences". The one-time training program will be provided to individual employees and will not exceed six months in duration and $5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.

(b) 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. The Contractor shall submit to the Contracting Officer 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 valuation, including but not limited to discrimination, participation and coverage testing requirements for the Contractor and any of its subcontractors that are participating employers in the plans.

(1) Meeting Test Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.

(2) Failure to Meet Test Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph (b)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.

(c) Withdrawal from the BJC MEPP. The Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.

(d) Changes to the BJC MEPP. In addition to any other provisions of this Contract, including but not limited to Clauses H.4(g)(6), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

(e) Equivalent Benefits to the BJC MEWA. Subject to the approval of the Contracting Officer and to the extent consistent with any applicable collective bargaining agreement(s) and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.

f) Change in Name. The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans may change as a result of the change in lead sponsorship of these plans. Any references to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this Contract apply to these plans as renamed.

H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. In addition to the Transition Plan required by Section C.2, PWS, of this Contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.3, *Workforce Transition and Employee Hiring Preferences*, Clause H.5(a) and this Paragraph (a)(1)(A). Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within ten days after Contract award, the Contractor shall:

(A) Establish and submit to the Contracting Officer a written communication plan that details the communication that the Contractor and its subcontractors will engage in regarding implementation of the hiring preference requirements set forth in Clause H.3; and

(B) Obtain a list from the CO of those employees that have been identified as at risk of being involuntarily separated. Provide and define a process as part of the Workforce Transition Plan required in paragraph (a) above for obtaining updated and continuous information throughout the Workforce Transition Period regarding the identification of employees that have been identified as being at risk of being involuntarily separated.

(2) Within 15 days after Contract award, the Contractor shall:

(A) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences

set forth in the clause titled, "Workforce Transition and Employee Hiring Preferences," paragraph H.3(a)(1) and (2);

(B) Establish a written communication plan with the Incumbent Employees, regarding the implementation of the hiring preferences in the clause titled, "Workforce Transition and Employee Hiring Preferences," paragraph H.3(a)(1) and (2); and provide a copy to the Contracting Officer.

(3) Within 30 days after Contract award, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan it proposes to enter into consistent with requirements of the clause titled, "Workforce Transition and Employee Hiring Preferences," paragraphs (a)(1) and (2).

(4) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by the clause titled, "Workforce Transition and Employee Hiring Preferences," in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.

(A) During the 90 day Contract Transition Period and pursuant to Section C.2.1, PWS, such reports shall be provided to the Contracting Officer on a weekly basis.

(B) During the remainder of the six-month Workforce Transition Period, such reports shall be provided to the Contracting Officer on a biweekly basis.

(C) After the Workforce Transition Period as defined in Clause H.2(a), such reports shall be provided within the timeframes as requested by the Contracting Officer.

(b) Benefits Transition. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after Work Authorization describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.4, *Employee Compensation: Pay and Benefits*, Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, and this Paragraph (b). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after Work Authorization. All transitions into and/or of the BJC MEPP, the BJC MEWA and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after Work Authorization.

(1) The Contractor shall perform the following activities within the specified timeframes:

(A) Within ten days after Work Authorization, the Contractor shall:

(i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the BJC MEPP, the BJC MEWA, and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the BJC MEPP and the BJC MEWA and contact information for the above personnel;

(ii) Request the Portsmouth and Paducah Contractors and BJC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the BJC MEPP, the BJC MEWA, 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 Transition Period; and

(B) Within 15 days after Work Authorization, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from BJC and the Portsmouth and Paducah Contractors pertaining to the transition into and/or of the BJC MEPP, the BJC MEWA, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from BJC or any of the Portsmouth or Paducah Contractors. 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 Clause H.3, Workforce Transition and Employee Hiring Preferences, Clause H.4, Employee Compensation: Pay and Benefits, and Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

(C) Within 20 days of Work Authorization, the Contractor shall:

Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.4 (e) and H.5(b), including requirements pertaining to the transition of employee benefit plans; and

(D) Within 30 days after Work Authorization and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.4, *Employee Compensation: Pay and Benefits*, and Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, will be amended or restated on or before the last day of the 90 day Contract Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are 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.

(E) Within 45 days after Work Authorization, the Contractor shall:

(i) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract regarding employee compensation. The draft 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.

(ii) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BJC and other Portsmouth and Paducah Contractors that employee Grandfathered Employees who are participants in the in the BJC MEPP and the BJC MEWA, including but not limited to amendments effectuating the

change in sponsorship/participating employer in the BJC MEPP. 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 BJC and other Portsmouth and Paducah Contractors that employ Grandfathered Employees who are participants in the BJC MEPP and the BJC MEWA. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

(iii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.

(iv) Provide draft copies of the transition agreements which the Contractor will enter into with BJC and the Portsmouth and Paducah Contractors that employ Grandfathered Employees who are participants in the BJC MEPP and the BJC MEWA to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.4, Employee Compensation: Pay and Benefits, and H.5 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits. Copies of these executed transition agreements shall be provided in accordance with Section C.2.1, PWS of this Contract.

(F) No later than 60 days after Work Authorization 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.

(G) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

(2) After the six month Workforce Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and

(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.4, *Employee Compensation: Pay and Benefits*, and Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*.

H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

(a) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service at the ETTP 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.

(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.8 LABOR RELATIONS

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.9 COLLECTIVE BARGAINING AGREEMENTS

The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. 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 continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for services performed on the U. S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

H.10 LOCAL LABOR RELATIONS

a) The Contractor is encouraged to sign a project labor agreement in performing this PWS. Harmonious labor relations between labor and management and the various contractors working at the sites are expected and encouraged.

b) Contractor will become signatory to the current collective bargaining agreements listed below:

1) Bechtel Jacobs Company LLC and its subcontractor, Energy Solutions at the Oak Ridge National Laboratory and the Atomic Trades and Labor Council including Local 480, March 10, 2009 – June 29, 2013

2) Bechtel Jacobs Company LLC and its subcontractor, Energy Solutions at the Y-12 Plant and the Atomic Trades and Labor Council including Local 480, March 10, 2009 – June 29, 2013

3) Bechtel Jacobs Company LLC at the Oak Ridge East Tennessee Technology Park and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 9-288, September 1, 2010 – August 31, 2012

4) The Construction Labor Agreement, Department of Energy Sites at Oak Ridge, Tennessee, October 1, 2006 – September 30, 2011”

H.11 DEPARTMENT OF LABOR WAGE DETERMINATIONS

When the Service Contract Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination included in Section J of the Contract. Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.
When the Davis-Bacon Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of Davis-Bacon Wage Determination Number included in Section J of the Contract. Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or subcontractor shall comply with the revised wage determination for Davis-Bacon Act covered employees.

H.12 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE 350.1 and other related guidance. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference* and Clause H.3, *Workforce Transition and Employee Hiring Preferences.*

H.13 ADVANCED UNDERSTANDING ON CERTAIN HUMAN RESOURCE COSTS OTHER THAN COMPENSATION

DOE intends to reach an advanced understanding with the Contractor on certain human resource costs for costs that will be reimbursed under this contract prior to completion of the Transition Period. These costs are those associated with human resource policies and systems which the Contractor intends to apply to work under this contract. Any deviation from the advanced understanding must be approved by DOE before such costs incurred will be allowable (either direct or indirect) under this contract. The Advanced Understanding on Human Resource Costs will be part of this Contract and included in Section J, Attachment E.

H.14 DEFENSE NUCLEAR FACILITY SAFETY BOARD

As directed by the Contracting Officer’s Representative, the Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.15 SELF-PERFORMED WORK

Within one year of contract award, unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contracting Team Arrangement (as described in *FAR 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 40 percent (%) of the *Total Estimated Contract Cost*. If a small business is a member of the Contracting Team Arrangement, the small business portion is not part of the 40%. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contracting Team Arrangement shall be performed through competitive procurements after contract award, with an emphasis on fixed-price subcontracts. The Contractor's subcontracted work shall be in compliance with the Contractor's approved Small Business Subcontracting Plan.

H.16 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

(a) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of subcontracts. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.

(c) Transfer of Subcontracts. The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt 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 Contracting Officer in writing.

H.17 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

The "master" Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, submitted by Contractor consistent with the provisions of the clause entitled, *Small Business Subcontracting Plan,* in Section I, and approved by the Contracting Officer on **(To be**

completed upon Contract Award), is incorporated in and made a material part of this contract as Section J, Appendix G. Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled *Small Business Subcontracting Plan*, to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

H.18 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, *Subcontracting Reports for Individual Contracts*, and SF 295, *Summary Subcontract Reports*, as provided in Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan* is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The Offeror's *Subcontracting Plan* shall include assurances that the Offeror will:

(a) Submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS, and

(b) Ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702, *The Small Business Subcontracting Program, Statutory Requirements*.

H.19 MENTOR-PROTÉGÉ PROGRAM

(a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. The Contractor is strongly encouraged to participate in the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.

(b) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, The Department of Energy Mentor-Protégé Program.

(c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.20 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Contract activities. The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. Requirements for access to Key Personnel under this separate corporate entity are described in the Section H Clause, entitled, *Key Personnel.*

H.21 PERFORMANCE GUARANTEE AGREEMENT

If the Contractor is a separate business unit from its parent company, the Contractor's parent company shall guarantee performance as evidenced by the Guarantee of Performance contained in Section J. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one company is involved, the parent or member companies shall assume joint and several liability for the performance of the Contractor, and each parent or member company shall guarantee performance as evidenced by the Guarantee of Performance contained in Section J. 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.22 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

(a) The Contractor has provided a guarantee of performance from its parent(s) company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*.

(b) DOE may contact, as necessary, the single Responsible Corporate Official from the Contractor signing the Performance Guarantee Agreement (see Section H Clause entitled, *Performance Guarantee Agreement.*" Contact information, including address, phone, facsimile and email shall be provided to the Contracting Officer at time of Contract award, and immediately upon any changes. The Responsible Corporate Official identified below shall be at an organizational level above the Contractor and shall have sole corporate authority and accountability for the performance of the contract to resolve any issues with DOE beyond the authority of the Program Manager.

Name: Thomas H. Zarges
Position: President
Company/Organization: URS Energy & Construction, Inc.

(c) Should the Responsible Corporate Official change during the period of the contract, the Contractor shall notify the Contracting Officer in writing within 30 days of any change.

The Contractor has provided by name and affiliation each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Responsible Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel. Contact information, including address, phone, facsimile and email shall be provided to the Contracting Officer at time of Contract award, and immediately upon any changes.

Responsible Corporate Board of Directors (information required for each Board Member):

Name: David Pethick
Position: Chairman, Board of Managers
Company/Organization: URS Energy & Construction, Inc.

Name: Jim Hall
Position: Member
Company/Organization: URS Energy & Construction, Inc.

Name: Ellen Livingston-Behan
Position: Member
Company/Organization: URS Energy & Construction, Inc.

Name: Mark Fallon
Position: Member
Company/Organization: CH2M HILL Constructors, Inc.

Name: Michael McKelvy
Position: Member
Company/Organization: CH2M HILL Constructors, Inc.

Should the Corporate Board of Directors change during the period of the contract, the Contractor shall notify the Contracting Officer in writing within 30 days of any change.

H.23 PARENT ORGANIZATION SUPPORT

(a) For on-site work, U.S. Department of Energy (DOE) 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 appropriate parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the contract work.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this Clause for unique and exceptional situations. These types of activities are viewed as necessary by the parent organization to ensure continued improvement by the performing Contractor organization.

(b) The Contractor may propose those unique and exceptional situations for activities such as:

(1) Monitor safety and performance in the execution of contract requirements;

(2) Ensure achievement of contract environmental clean-up 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 Contracting Officer may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.

(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 60 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 90 days prior to the start of each year of Contract performance.

H.24 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, *Key Personnel*, for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, DEAR 952.231-71, *Insurance – Litigation and Claims*, Key Person(s) are considered managerial personnel.

(c) Definitions

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; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently

reduced by $500,000 for each and every occurrence of a change to the Program Manager.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by $100,000 for each and every occurrence of a change to the Key Person.

(3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(e) Key Personnel for this Contract

The list of Key Personnel for this Contract will be amended during the course of the Contract to add or delete Key Personnel as approved by the Contracting Officer. This is to be completed at Contract award. The following is the current list of Key Personnel for this contract:

Name	**Position**
Leo Sain	Program Manager (Director)
Mark Ferri	K-25/K-27 D&D Manager
Steve Dahlgren	Poplar Creek/Balance of Facilities D&D Manager
Jeff Bradford	Waste Disposition Manager
Bobby Smith	Facility Operations/S&M Manager
Rick Ferguson	Regulatory & Environmental Remediation Manager
Cheryl Cabbil	ESH&Q Manager
John McKibbin	Chief Technical Officer
Ken Rueter	Project Planning, Integration & Controls Manager
Tony Fountain	General Program Administration Manager

H.25 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(A) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition.

(B) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an ~~as~~-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, 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 previous contractor's records will become the inventory baseline.

H.26 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. It is therefore understood and further agreed in recognition of the above:

(a) That at the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the successor contractor, shall release such employees established in coordination with the new employer or by DOE. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(b) After selection by the Government of any successor contractor, the Contractor and such successor contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

(c) This clause shall apply to subcontracts as approved by the CO.

H.27 EMERGENCY CLAUSE

(a) The U.S. Department of Energy (DOE) Oak Ridge Office (ORO) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Oak Ridge site. In the event that either the DOE-ORO Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Oak Ridge site.

H.28 WORKER SAFETY AND HEALTH PROGRAM

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (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 environmental, health, and safety regulations. 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.

(b) 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 DCOR. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the DCOR.

(c) The DCO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(d) In the event that the Contractor fails to comply with the terms and conditions of this clause, the DCO may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the DCO. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

H.29 SECURITY QUALIFICATIONS

(a) The Contractor may be required to perform work in designated security areas or work with documents or information which may require an access authorization (clearance). Additionally, the scope of their work may require enrollment into the Human Reliability Program (HRP). The Contractor shall ensure that all personnel assigned under this Contract and working with classified information, matter, and/or materials possess a DOE ~~Q~~" or ~~L~~" access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.

(b) Individuals that do not require a ~~Q~~" or ~~L~~" clearance will possess, as a minimum, if required, a Limited Site Specific Only (LSSO) badge and meet all access authorization requirements per HSPD-12, DOE N 206.4, and local procedures. For employees requiring DOE ~~Q~~" or ~~L~~" security clearances and/or LSSO badge, the Contractor shall not employ anyone who is not a citizen of the United States. (Clearance-Access authorizations are granted by the DOE

pursuant to 10 CFR Part 710.) Security Badges must be worn properly at all times while working at any of the DOE and NNSA facilities.

(c) Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. The CO, in coordination with the appropriate Federal security representative, may waive the clearance requirement for personnel not involved with classified information while the appropriate access authorizations or badges are being processed, or for personnel associated with the program for short periods of time, such as consultants. In these cases, security requirements regarding these circumstances will be followed. The Contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR or Contract Technical Monitor (CTM) will approve contractor personnel for escort privileges and provide escort training.

(d) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE ~~"Q~~" access authorization. For these individuals, the Contractor shall provide certification to the DCOR that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees that do not have a ~~"Q~~" clearance.

(e) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the contractor's applicant employment.

(f) The Contractor shall turn in badges for employees: (1) who are no longer working on the Contract; (2) who no longer require access; (3) when their badge expires; or (4) when the Contract expires or is terminated. Badges shall be returned to the individual handling security terminations. Notification of employment terminations supporting this Contract will be made in writing to the CO and COR/CTM.

(g) In addition to the possible requirement of holding an access authorization, individuals, if the work position is identified as requiring enrollment in the Human Reliability Program (HRP) and/or maintaining currency under certain program requirements (e.g., annual HRP training) must be willing to comply with all regulatory requirements to be granted access under the HRP Federal rules and local procedures.

H.30 SAFEGUARDS AND SECURITY AWARENESS PROGRAM

The Contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE), which satisfies the requirements of the following directives:

DOE M 470.4-1, Chg 1, Safeguards and Security Program Planning and Management

A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE facility or who are performing work involving access to classified facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's Safeguards and Security Awareness Program.

H.31 QUALITY ASSURANCE SYSTEM

In the conduct of the work performed under this contract, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. As required by DOE Order 414.1C, Quality Assurance, a quality assurance plan shall be submitted to DOE for approval. The Contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10 Code of Federal Regulations (CFR) 820, Procedural Rules for DOE Nuclear Activities, Title 10 CFR 835. Radiation Protection, and Title 10 CFR 830, Nuclear Safety Management, specifically Section 830.3; therefore, the applicability of the requirements in Section 830.120-830.122 shall apply. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

H.32 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (AMSE) NQA-1, 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2007 be implemented as part of the Contractor's QA Program for work affecting the nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

1. Develop and submit for DOE approval a new QAP;
2. Adopt the prior Contractor's DOE-approved QAP; or,
3. Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1C.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required, based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

H.33 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

(a) In this Clause:

(1) "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 consent orders, permits, and licenses; and

(2) "Party" means either the Contractor or DOE.

(b) Fines and Penalties. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Deficiency [NOD], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by federal or state regulators to the Contractor resulting from or relating to Contractor's performance of work under this contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents within two working days.

(c) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

(1) The cognizant regulatory authority fines or penalizes;

(2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

(3) Is a permittee; or

(4) Is the named subject of an enforcement action or assessment of a fine or penalty.

(d) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (B) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(e) For purposes of FAR 31.205-15(a), costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, environmental requirements are unallowable.

(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 on an allowable cost basis for some or all environmental permits held by the Contractor. DOE or another contractor designated by DOE will assume responsibility for such permits, with the approval of the regulating agency. 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.

(g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this contract currently held by DOE and its existing contractors. 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 Contracting Officer.

H.34 ENVIRONMENTAL RESPONSIBILITY

(a) General. The Contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable federal, state and local laws and regulations, permits, interagency agreements such as consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and federal and state regulatory agencies.

(b) Environmental Permits. This paragraph addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this contract. Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.

(c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter time frame. As soon as the Contractor is aware of any such special circumstance, the Contractor will 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 Contracting Officer.

(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 all 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 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 required to support applications for revision of DOE or other Site contractor environmental permits when such applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. 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.

H.35 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.36 ENVIRONMENTAL JUSTICE

The Contractor will embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on non-discrimination in its programs that affect human health and the environment. The Contractor will comply with Executive Order 12898 on Environmental Justice and ORO's Environmental Justice Strategic Plan.

H.37 CONTRACTOR COMMUNITY COMMITMENT

DOE and the Contractor are charged with carrying out the critical mission of the decontamination and demolition (D&D) of the East Tennessee Technology Park (ETTP). The ETTP has benefited from its location in East Tennessee and from the workforce and other resources provided by the region. In recognition of these benefits, the Contractor shall take meaningful actions to implement its community commitment as described in DEAR 970.5226-3, which is included in Section I of the Contract, within surrounding counties and local municipalities.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (A), (B) and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities nor involvement in charitable endeavors such as the United Way and American Red Cross.

The Contractor shall submit to DOE a report on program success semi-annually.

The Contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the Contractor for community commitment activities are unallowable and non-reimbursable under the Contract.

(a) 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.

The Regional Educational Outreach Programs could involve providing contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance

allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(b) Regional Purchasing Programs

The Contractor could 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 could 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.

The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(c) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees available 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.

The Contractor may support other community involvement activities as it deems appropriate such as Housing development and redevelopment; Commercial development and redevelopment; education and its growth in Oak Ridge; City facilities, such as the library, parks, greenways; educational facilities, e.g. preschool; and Recreational/tourism development (e.g. waterfront, rowing, bike paths, etc).

H.38 DIVERSITY PROGRAM

(a) The Contractor shall develop and implement a Diversity Program in support of the DOE Diversity Initiative. A Diversity Plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) days after Work Authorization. Once the Diversity Plan is approved by the Contracting Officer, the Contractor shall implement the plan within thirty (30) days.

(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;

(2) planned initiatives and activities which demonstrate a commitment to a Diversity program including recruitment strategies for hiring a diverse work force. The Diversity Plan shall also address, as a minimum, the Contractor's approach for promoting diversity through
(i) the Contractor's work force,
(ii) educational outreach, including a mentor/protégé program,
(iii) stakeholder involvement and outreach;
(iv) subcontracting, and
(v) economic development.

(c) A quarterly Diversity Report shall be submitted pursuant to Section J, the attachment entitled, *Reporting Requirements*. This report shall provide a list of accomplishments achieved both internally and externally and projected developments during the current reporting period. The report shall also list any proposed changes to the Diversity Plan which shall be subject to Contracting Officer approval.

(d) Failure on the part of the Contractor to develop and implement a Diversity Plan as required in this clause shall constitute a breach of this contract.

H.39 EMPLOYEE TRAINING

Contractor's Responsibility: The Contractor shall provide fully qualified and trained personnel from its own resources to support ORO requirements. ORO may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR.

Mandatory Training: The Contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this Contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work. The Contractor is encouraged to closely collaborate with other Oak Ridge Prime Contractors to combine/recognize similar training and qualifications.

H.40 COOPERATION WITH OTHER SITE CONTRACTORS

(a) In the performance of this Contract, the Contractor agrees to cooperate in a timely manner with DOE prime contractors and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Oak Ridge site; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

(b) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the Contract, all terms and conditions of this provision apply to the Contractor's relationship with such entities.

(c) The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.

(d) The Contractor shall not commit or permit any act which will interfere with the performance of work by any other DOE contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

H.41 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody. In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

H.42 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS

This Contract involves Contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/Executive Order/Executive Order13423_main.asp. This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.

H.43 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this contract, if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2% for non-represented employees or 10% for represented employees, the Contractor shall submit to the Contracting Officer separate annual Overtime Control Plans in accordance with the Section I Clause entitled, FAR 52.222-2, *Payment for Overtime Premiums*.

H.44 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records*, in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees.

(b) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.

(c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the U.S. Department of Energy Oak Ridge Office (DOE-ORO).

(d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.

(e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.

(f) Perform/coordinate records declassification activities required for the processing of claims forms.

(g) Keep Federal Compensation Program Act (FCPA) information current on EEOICPA claims activities.

(h) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.

(i) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the Contractor.

H.45 PRIVACY ACT SYSTEMS OF RECORDS

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

System No.	Title
DOE-5	Personnel Records of Former Contractor Employees
DOE-13	Payroll & Leave Records

DOE-14 Report of Compensation
DOE-15 Intelligence Related Access Authorization
DOE-23 Property Accountability System
DOE-28 General Training Records
DOE-31 Firearms Qualifications Requirements
DOE-33 Personnel Medical Records
DOE-35 Personnel Radiation Exposure Records
DOE-43 Personnel Security Clearance File
DOE-51 Employee and Visitor Access Control Records
DOE-53 Access Authorization for ADP Equipment

H.46 ALTERNATIVE DISPUTE RESOLUTION (ADR)

It is federal policy, as enunciated in the Administrative Dispute Resolution Act of 1996, 5 U.S.C. § 571, et seq., and Part 33 of the Federal Acquisition Regulation, to use consensual alternative means of dispute resolution ~~to~~ the maximum extent practicable" to resolve issues in controversy involving the federal government. Therefore, should an issue in controversy arise in conjunction with or related to the performance of this contract, and should the parties not be able to resolve the issue through unassisted negotiations, prior to resorting to the formal claim and appeal process provided for under the ~~D~~isputes" clause and the Contract Disputes Act of 1978, 41 U.S.C. § 601, et seq. (CDA), they will consider using one or more alternative dispute resolution (ADR) techniques to achieve resolution of the issue. To that end, they will jointly or separately contact the United States Civilian Board of Contract Appeals (CBCA) in order to discuss possible ADR options and will exert their best efforts to devise a mutually acceptable agreement to establish terms and guidelines for ADR proceedings as may be appropriate.

This clause does not establish a condition precedent to the formal filing of a claim with the contracting officer or to the filing of an appeal pursuant to the CDA. Any attempt to resolve an issue in controversy through non-binding ADR will be without prejudice to the parties' rights to adjudicate an issue not resolved through ADR. The particulars of any ADR proceedings will not be part of the administrative record for adjudication of the issue in controversy.

H.47 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 Code of Federal Regulations Title 10 Subpart 719, Contractor Legal Management Requirements.

(b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily 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.

H.48 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

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, operations 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 entitled 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 anytime 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.49 STANDARD INSURANCE REQUIREMENTS

In accordance with DEAR clause 952.231-71, entitled, *Insurance - Litigation and Claims*, the following kinds and minimum amounts of insurance are required during the performance of this Contract:

(a) Worker's compensation and employer's liability insurance:

(1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.

(2) Employer's liability insurance in the amount of $100,000.

(b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.50 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010)

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 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.51 INFORMATION

(a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.

(b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.

(c) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.

(d) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H. 52 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H. 53 MATERIAL SAFETY DATA SHEET AVAILABILITY

The Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used. The Contractor agrees to maintain an accurate inventory and history of use of hazardous materials at each use and storage location.

H. 54 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.

H. 55 INTERNAL AUDIT

The Contractor agrees to conduct internal audits and examinations, satisfactory to DOE, of records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. All audit reports, including supporting documentation, shall be submitted or made available to the Contracting Officer or his/her designee.

H. 56 PROJECT ASSESSMENT AND REPORTING SYSTEM II (PARS-II)

Contractors shall submit monthly project performance data no later than Critical Decision Two (CD-2) for projects having a total project cost greater than or equal to $20 million. The required project performance data include: ANSI/EIA-748 earned value; earned value time-phased incremental cost and quantity; management reserve; schedule; variance analysis; and risk management data. For firm fixed price contracts, the required project performance data include: schedule activity and relationship; and cost and quantity data (budget, actual, estimated total cost [ETC], and estimated cost at completion [EAC]) by work breakdown structure (WBS) and organizational breakdown structure (OBS). Data shall be submitted electronically via the Project Assessment and Reporting System II (PARS-II) in accordance with the current version of the ―Contractor Project Performance Upload Requirements" document. Unless the Contracting Officer has granted a temporary exemption, all requested data shall be submitted. Data shall be loaded into PARS-II no later than the last workday of every month, or as otherwise stipulated by the Contracting Officer, and shall be current as of the previous month's accounting period closed. Reporting by the contractor may be required earlier than CD-2 as specified by the Contracting Officer.

PART II

SECTION I– CONTRACT CLAUSES

I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov/far
http://professionals.pr.doe.gov/

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(D)
	52.202-1	Definitions (Jul 2004)	
	52.203-3	Gratuities (Apr 1984)	
	52.203-5	Covenant Against Contingent Fees (Apr 1984)	
	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006	
	52.203-7	Anti-Kickback Procedures (Jul 1995)	
	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	
	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)	
	52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2008)	
	52.203-14	Display of Hotline Poster(s) (Dec 2007)	
	52.204-4	Printed or Copied Double-sided on Recycled Paper (Aug 2000)	
	52.204-7	Central Contractor Registration (Apr 2008)	
	52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)	
	52.204-10	Reporting Subcontract Awards (Jul 2010)	
	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Sep 2006)	
	52.209-9	Updates of Information Regarding Responsibility Matters (Apr 2010)	
	52.215-2	Audit and Records – Negotiation (Mar 2009)	
	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	

	52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	
	52.215-14	Integrity of Unit Prices (Oct 1997)	
	52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	
	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	
	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (Jul 2005)	
	52.215-19	Notification of Ownership Changes (Oct 1997) – *see full text version in Section I below*	
	52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)	
	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
	52.217-7	Option for Increased Quantity—Separately Priced Line Item (Mar 1989)	30 days
	52.217-8	Option to Extend Services (Nov 1999)	30 days
	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005)	N/A
	52.219-8	Utilization of Small Business Concerns (May 2004)	
	52.219-9	Small Business Subcontracting Plan (JUL 2010)	
	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
	52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2003)	
	52.219-28	Post-Award Small Business Program Re-representation (Apr 2009)	
	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
	52.222-2	Payment for Overtime Premiums (Jul 1990)	a) The percentage specified in the Section H Clause entitled, Overtime Control Plan
	52.222-3	Convict Labor (Jun 2003)	None
	52.222-4	Contract Work Hours and Safely Standards Act – Overtime Compensation (Jul 2005)	None
	52.222-6	Davis-Bacon Act (Jul 2005)	None
	52.222-7	Withholding of Funds (Feb 1988)	None
	52.222-8	Payrolls and Basic Records (JUN 2010)	None
	52.222-9	Apprentices and Trainees (Jul 2005)	None
	52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
	52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
	52.222-12	Contract Termination – Debarment (Feb 1988)	None
	52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
	52.222-15	Certification of Eligibility (Feb 1988)	None
	52.222-16	Approval of Wage Rates (Feb 1988)	None
	52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
	52.222-26	Equal Opportunity (Mar 2007)	None

	52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
	52.222-30	Davis-Bacon Act – Price Adjustment (None or Separately Specified Method) (Dec 2001)	None
	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
	52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
	52.222-41	Service Contract Act of 1965 (Nov 2007)	None
	52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	N/A
	52.222-50	Combating Trafficking in Persons (Feb 2009)	None
	52.222-54	Employment Eligibility Verification (Jan 2009)	None
	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)	(b) None presently anticipated
	52.223-5	Pollution Prevention and Right to Know Information as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	None
	52.223-6	Drug-Free Workplace (May 2001)	
	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) COR
	52.223-10	Waste Reduction Program as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	52.223-11	Ozone-Depleting Substances (May 2001) *see full text version in Section I below*	
	52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	
	52.223-14	Toxic Chemical Release Reporting (Aug 2003)	
	52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	
	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	
	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)	
	52.224-1	Privacy Act Notification (Apr 1984)	
	52.224-2	Privacy Act (Apr 1984)	
	52.225-1	Buy American Act – Supplies (Feb 2009)	
	52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2009), Alt 1 *see full text version in Section I below*	(b), (2) None
	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
	52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements (Aug 2009)	
	52.227-1	Authorization and Consent (Dec 2007)	
	52.227-2	Notice and Assistance Regarding Patent and Copyright	

		Infringement (Dec 2007)	
	52.227-3	Patent Indemnity (Apr 1984)	
	52.227-6	Royalty Information (Apr 1984)	
	52.227-9	Refund of Royalties (Apr 1984)	
	52.228-7	Insurance – Liability to Third Persons (Mar 1996)	
	52.230-2	Cost Accounting Standards (Oct 2008)	
	52.230-6	Administration of Cost Accounting Standards (JUN 2010)	
	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
	52.232-17	Interest (Oct 2008)	
	52.232-18	Availability of Funds (Apr 1984)	
	52.232-22	Limitation of Funds (Apr 1984)	
	52.232-23	Assignment of Claims (Jan 1986)	
	52.223-25	Prompt Payment (Oct 2008)	
	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)	
	52.233-1	Disputes (Jul 2002)	
	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
	52.234-4	Earned Value Management System (Jul 2006)	
	52.236-2	Differing Site Conditions (Apr 1984)	
	52.236-5	Material and Workmanship (Apr 1984)	
	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)	
	52.236-19	Organization and Direction of the Work (Apr 1984)	
	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
	52.237-3	Continuity of Services (Jan 1991)	
	52.237-4	Payment by Government to Contractor (Apr 1984) – Alt I (Apr 1984)	
	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
	52.242-3	Penalties for Unallowable Costs (May 2001)	
	52.242-13	Bankruptcy (Jul 1995)	
	52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984). *(Application of the specific alternate will be dependent upon the circumstances of the change, as determined by the Contracting Officer)*	
	52.243-6	Change Order Accounting (Apr 1984)	10 calendar days
	52.243-7	Notification of Changes (Apr 1984)	
	52.244-2	Subcontracts (Jun 2007)	
	52.244-5	Competition in Subcontracting (Dec 1996)	
	52.244-6	Subcontracts for Commercial Items (Jun 2010)	
	52.245-1	Government Property. Alt I (Aug 2010)	
	52.245-9	Use and Charges (Jun 2007)	
	52.246-25	Limitation of Liability – Services (Feb 1997)	

	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Solicitation No. DE-SOL-0001551 the Contract Administration Office specified in the Section G Clause entitled, Contract Administration
	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
	52.247-67	Submission of Transportation Documents for Audit (Feb 2006) *see full text version below in Section I*	
	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
	52.248-1	Value Engineering (Feb 2000) (Deviation) *see full text version below in Section I*	
	52.249-6	Termination (Cost-Reimbursement) (May 2004)	
	52.249-14	Excusable Delays (Apr 1984)	
	52.250-5	SAFETY Act—Equitable Adjustment (Feb 2009)	
	52.251-1	Government Supply Sources (Apr 1984)	
	52.251-2	Interagency Fleet Management Systems Vehicles and Related Services (Jan 1991)	
	52.252-6	Authorized Deviations in Clauses (Apr 1984) *see full text version below in Section I*	
	52.253-1	Computer Generated Forms (Jan 1991)	
	952-203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
	952-204-2	Security Requirements (Aug 2009)	
	952-204-70	Classification/Declassification (Sep 1997)	
	952.204-75	Public Affairs (Dec 2000)	
	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
	952.208-70	Printing (Apr 1984)	
	952.209-72	Organizational Conflicts of Interest (Aug 2009)	
	952.211-70	Priorities and Allocations (Atomic Energy) (Apr 2008)	
	952.215-70	Key Personnel (Dec 2000)	
	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
	952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (Aug 2009)	
	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
	952.227-11	Patent Rights – Retention by the Contractor (Short Form) (Feb 1995)	

	952.227-13	Patent Rights – Acquisition by the Government (Sep 1997)	
	952.227-82	Rights to Proposal Data (Apr 1984)	N/A N/A
	952.227-84	Notice of Right to Request Patent Waiver (Feb 1998)	
	952.231-71	Insurance Litigation and Claims (Aug 2009)	
	952.242-70	Technical Direction (Dec 2000)	
	952.247-70	Foreign Travel (Aug 2009)	
	952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	
	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
	970.5204-1	Counterintelligence (Dec 2000)	
	970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	See Section J, Attachment A, Lists A and B
	970.5204-3	Access To and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records
	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
	952.5223-2	Affirmative Procurement Program as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	
	952.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency, as modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
	970.5226-3	Community Commitment (Dec 2000)	
	970.5227-1	Rights in Data Facilities (Dec 2000)	
	970.5229-1	State and Local Taxes (Dec 2000)	
	970.5231-4	Pre-existing Conditions (Dec 2000)	April 29, 2011, April 29, 2011
	970.5232-2	Payments and Advances (Dec 2000) Alt III (Dec 2000)	(c) Section J, Attachment F
	970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	
	970.5232-7	Financial Management System (Dec 2000)	
	970.5232-8	Integrated Accounting (Dec 2000)	
	970.5242-1	Penalties for Unallowable Costs (Aug 2009)	

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

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 9 years .

52.223-5 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) Definitions. As used in this clause—

―Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423, Greening the Government through Leadership in Environmental Management.
―Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

FAR 52.223-10 WASTE REDUCTION PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) Definitions. As used in this clause—
―Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
―Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
―Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)

(a) Definition. ―Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (AUG 2009) ALTERNATE I (JUNE 2009).

(a) *Definitions*. As used in this clause—
―Bahrainian, Mexican, or Omani construction material" means a construction material that— (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; 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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

―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 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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), 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 (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:
(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, 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, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, 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) An unmanufactured construction material mined or produced in the United States;
(2) A construction material manufactured in the United States, if—
(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—
(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—
(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—
(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

_____
[*Contracting Officer to list applicable excepted materials or indicate “none”*]
(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.
(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]
[** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*]

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—
DOE, Oak Ridge Office
Official Contracting Officer's Representative (COR)
_____
[To be filled in by Contracting Officer]

FAR 52.248-1 VALUE ENGINEERING (FEB 2000) (DEVIATION)
(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
(1) The Contractor may request the Contracting Officer's approval to perform value engineering analyses for the portions of the contract where:
(i) DOE dictated the specification, design, process, or work method.
(ii) DOE is not making award fee (or any other incentive) available for cost reduction efforts.
(iii) the cost estimate is extremely reliable.
(iv) the Contractor can separately track the costs of any proposed savings.

(2) After obtaining the Contracting Officer's approval to incur value engineering development and implementation costs, the Contractor is encouraged to submit value engineering change proposals (VECP's) and shall share in any net acquisition savings realized from accepted VECP's in accordance with the incentive sharing rates in paragraph (f) below. The decision on which rate applies is a unilateral decision made solely at the discretion of the Government.

(b) *Definitions*.
-Acquisition savings,'' as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --
(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

-Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
-Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
-Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.
-Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
-Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --
(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
(2) To the calculation of a lump-sum payment, which cannot later be revised.
-Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.
-Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.
-Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.
-Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.
-Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.
-Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.
-Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.
-Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.
-Value engineering change proposal (VECP)" means a proposal that --
(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change -
(i) In deliverable end item quantities only;
(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
(iii) To the contract type only.
(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
(3) Identification of the unit to which the VECP applies.
(4) A separate, detailed cost estimate for
(i) the affected portions of the existing contract requirement and
(ii) the VECP.
The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
(6) A prediction of any effects the proposed change would have on collateral costs to the agency.
(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
(e) *Government action*.
(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP

to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. If a VECP is accepted, the Contractor shall share in the net acquisition savings up to the percentages shown in the table below. The Contracting Officer will determine the exact percentage as early as the date of approving the Contractor's request to perform value engineering analyses and incur value engineering development and implementation costs, but no later than the date of accepting the VECP. In making this determination, the Contracting Officer will decrease the Contractor's share as the reliability of the cost estimate decreases. For the "Incentive" sharing arrangement for cost-reimbursement contracts, the Contractor's share will typically be no greater than 20 percent. For the "Program Requirement" sharing arrangement for cost reimbursement contracts, the Contractor's share will typically be no greater than 10 percent and may be zero. The decision on which rate applies in a unilateral decision made solely at the discretion of the Government. The percentage paid the Contractor depends upon --

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The reliability of the cost estimate; and

(4) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	*** 25	*** 25	15	15

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
** Same sharing arrangement as the contract's profit or fee adjustment formula.
*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
(g) *Calculating net acquisition savings*.
(1) Acquisition savings are realized when
(i) the cost or price is reduced on the instant contract,
(ii) reductions are negotiated in concurrent contracts,
(iii) future contracts are awarded, or
(iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).
Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings. In no case are savings realized until the Contracting Officer confirms that the Contractor has both completed the affected work satisfactorily and accounted for the costs and benefits successfully.
(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --
(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
(i) Fixed-price contracts -- add to contract price.
(ii) Cost-reimbursement contracts -- add to contract fee.
(i) *Concurrent and future contract savings*.
(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant

contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --
(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
(ii) Multiplying the result by the Contractor's sharing rate.
(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --
(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
(iii) Multiplying the result by the Contractor's sharing rate.
(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (f)(5) of this clause, by a rage of 0 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. Typically, for cost-reimburement contracts, the rate will not exceed 10 percent and may be zero. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of $100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP

accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided,* that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(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 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

(e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423 and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS
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Attach-ment	Title of Attachment	Revision Number	Number of Pages
A	LIST OF REQUIRED COMPLIANCE DOCUMENTS	N/A	
B	REPORTING REQUIREMENTS CHECKLIST	N/A	
C	IMPLEMENTATION PLAN GUIDANCE	N/A	
D	GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFS/I)	N/A	
E	ADVANCED UNDERSTANDING OF HUMAN RESOURCE COSTS	N/A	
F	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT *(To be provided by Offeror)*	N/A	
G	SMALL BUSINESS SUBCONTRACTING PLAN *(To be provided by Offeror)*	N/A	
H	PERFORMANCE GUARANTEE AGREEMENT *(To be provided by Offeror)*	N/A	
I	WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT (DBA)	N/A	
J	FIRE PROTECTION PROGRAM REQUIREMENTS	N/A	
K	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM	N/A	
L	GOVERNMENT PROPERTY LIST – To be provided under separate cover.		

SECTION J, ATTACHMENT A
LIST OF REQUIRED COMPLIANCE DOCUMENTS

SECTION J

ATTACHMENT A

LIST OF REQUIRED COMPLIANCE DOCUMENTS

List A - In accordance with DEAR Clause *970.5204-2, Laws, Regulations, and DOE Directives (Dec 2000)* the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by appropriate regulatory agency.

List B – The contractor shall comply with the requirements of DOE Directives identified under List B – List of Required Compliance Documents included in this contract. Requirements Documents of DOE Directives are applicable in whole or in part. Changes to DOE Orders, Directives, Notices or Manuals that are Contract Required Documents (CRD) will be administered in accordance with FAR Clause 52.243-2-*Changes - Cost Reimbursement* included in Section I of the Contract.

In addition, the Contractor shall ensure compliance with all relevant laws of the United States, Executive Orders, DOE Orders, DOE and EM policies, and DOE and EM guidelines that address environmental and energy performance that relates to the planning, operations, management, procurement, and disposal of electronics and Information Technology (IT) infrastructure and assets needed to execute DOE-related work set forth in this contract.

LIST B – LIST OF REQUIRED COMPLIANCE DOCUMENTS	
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.3A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3, Change 1, CRD	Unclassified Foreign Visits and Assignments Program
DOE O 150.1	Continuity of Programs
DOE O 151.1C, CRD	Comprehensive Emergency Management System
DOE O 200.1A, CRD	Information Technology Management
DOE O 203.1, Section 4	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 205.1A	Department of Energy Cyber Security Management
DOE P 205.1	Department of Energy Cyber Security Management Policy
DOE M 205.1-4	National Security System Manual
DOE M 205.1-5, Administrative change 2, CRD	Cyber Security Process Requirements Manual
DOE M 205.1-7, Administrative change 2	Security Controls for Unclassified Information Systems Manual
DOE M 205.1-8 Administrative change 2	Cyber Security Incident Management Manual
DOE O 206.1	Department of Energy Privacy Program
DOE N 206.4,CRD	Personal Identity Verification

DOE O 210.2, CRD	DOE Corporate Operating Experience Program
DOE O 221.1A, CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A, Attachment 1, CRD	Cooperation with the Office of Inspector General
DOE O 225.1A, CRD	Accident Investigations
DOE O 226.1B, CRD	Implementation of Department of Energy Oversight Policy
DOE P 226.1A	Department of Energy Oversight Policy
DOE M 231.1-1A, Change 2, CRD	Environment, Safety, and Health Reporting Manual
DOE M 231.1-2, CRD	Occurrence Reporting and Processing of Operations Information
DOE N 234.1	Reporting of Radioactive Sealed Sources
DOE O 241.1A Chg 1	Scientific and Technical Information Management
DOE O 243.1, CRD	Records Management Program
DOE O 243.2, CRD	Vital Records)
DOE O 252.1, CRD	Technical Standards Program
DOE O 350.1, Change 3, CRD-(Attachment 1 for Chapters I-IX)	Contractor Human Resource Management Programs
DOE O 410.2, CRD	Management of Nuclear Materials
DOE O 413.1B, CRD	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C, CRD	Quality Assurance
DOE O 420.1B, Change 1, Attachment 2, CRD	Facility Safety See Section J – Attachment J: Fire Protection Program Requirements document (December 22, 2005)
DOE G 420.1-3	Implementation Guide for DOE Fire Protection and Emergency Services Programs
DOE O 422.1, CRD	Conduct of Operations
DOE O 425.1D, CRD	Startup and Restart of Nuclear Facilities
DOE O 426.2 CRD	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Change 1, CRD	Real Property Asset Management
DOE Personal Property Letters (PPL)	Link for letters is: http://www.management.energy.gov/policy_guidance/748.htm
DOE O 433.1B, CRD	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE M 435.1-1, Change 1,	Radioactive Waste Management Manual
DOE O 436.1	Departmental Sustainability CRD
DOE O 440.2B, Change 1, CRD	Aviation Management and Safety
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1, CRD	Differing Professional Opinions on Technical Issues Involving Environment, Safety and Health
DOE M 450.4-1,CRD	Integrated Safety Management System Manual
DOE M 452.7	Protection of Use Control Vulnerabilities and Designs CRD
DOE O 460.1C, CRD	Packaging and Transportation Safety
DOE O 460.2A, CRD	Departmental Materials Transportation and Packaging Management

DOE M 460.2-1A, CRD	Radioactive Material Transportation Practices
DOE O 461.1A, CRD	Packaging and Transfer or Transport of Materials of National Security Interest
DOE O 470.2B, CRD	Independent Oversight and Performance Assurance Program
DOE O 470.3B	Graded Security Protection (GSP) Policy CRD
DOE O 470.4 A	Safeguards and Security Program
DOE M 470.4-1, Change 2, CRD	Safeguards And Security Program Planning And Management
DOE M 470.4-2 A, CRD	Physical Protection
DOE M 470.4-3A	Contractor Protective Force
DOE M 470.4-4 A, Change 1, CRD	Information Security Manual
DOE M 470.4-5, CRD	Personnel Security (Restricted)
DOE M 470.4-6, Change 1, CRD	Nuclear Material Control Accountability
DOE O 471.1B, CRD	Identification and Protection of Unclassified controlled Nuclear Information
DOE O 471.3, CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1, CRD	Manual for Identifying and Protecting Official Use Only Information
DOE O 475.1, CRD	Counterintelligence Program
DOE O 481.1C,	Work for Others (Non-Department of Energy Funded Work)
DOE O 482.1, CRD	DOE Facilities Technology Partnering Programs
DOE O 484.1, CRD	Reimbursable Work for the Department of Homeland Security
DOE O 522.1, CRD	Pricing of Departmental Materials and Services
DOE O 534.1B, CRD	Accounting
DOE O 551.1C, CRD	Official Foreign Travel
DOE G 573.1-1	Mail Services User's Guide
DOE O 580.1, Change 1, CRD	DOE Personal Property Management Program
DOE O 5400.5, Change 2	Radiation Protection of the Public and the Environment
DOE STD-1066-99	Fire Protection Design Criteria
DOE STD-1088-95	Fire Protection for Relocatable Structures
DOE STD-1090-2007	Hoisting and Rigging (Formerly Hoisting and Rigging Manual)
DOE STD-3007-2007	Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities
DOE STD-1134-1999	Review Guide for Criticality Safety Evaluations
DOE STD-1135-1999	Guidance for Nuclear Criticality Safety Evaluations
DOE STD-1158-2010	Self Assessment Standard for DOE Contractor Criticality Safety Programs
DOE-STD-1186-2004	Specific Administrative Controls
DOE-STD-5506-2007	Preparation of Safety Basis Documents for Transuranic (TRU) Waste Facilities IA-Applies to facilities which store and/or process TRU Waste
DOE HQ EM-QA-001	Office of Environmental Management Quality Assurance Program (QAP)
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance
ACGIH	American Conference of Governmental Industrial Hygienists-Threshold Limit Values (As referenced in 10 CFR 835 & 851)
ANSI A10.5 - 2006	Safety Requirements for Material Hoists
ANSI A10.31 - 2006	Construction and Demolition - Digger Derricks Safety Requirements(

ANSI A11.1 - 1965 (R1970)	Practice for Industrial Lighting
ANSI A12.1 - 1967	Safety Requirements for Floor and Wall Openings, Railings, and Toe Boards
ANSI A90.1 - 1969	Safety Standard for Manlifts
ANSI B56.6 - 2005	Rough Terrain forklift Trucks
ANSI N323-1978 (R1983)	Radiation Protection Instrumentation Test and Calibration
ANSI N323-1997	Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments
ANSI Z117.1 - 2009	Safety Requirements for Confined Spaces
ANSI Z358.1 - 2009	Emergency Eyewash and Shower Equipment
ANSI Z535.1 - 2006	Safety Color code
ANSI/ANS-8.1-1998, R2007	Nuclear Criticality Safety in Operations with Fissionable Materials Outside Reactors
ANSI/ANS-8.3 – 1997, R2003	Criticality Accident Alarm System
ANSI/ANS-8.7 – 1998, R2007	Guide for Nuclear Criticality Safety in the Storage of Fissile Materials
ANSI/ANS-8.15 – 1981, R2005	Nuclear Criticality Control of Special Actinide Elements
ANSI/ANS-8.17 – 2004, R2009	Criticality Safety Criteria for the Handling, Storage, and Transportation of LWR Fuel outside Reactors
ANSI/ANS-8.19 - 2005	Administrative Practices for Nuclear Criticality Safety
ANSI/ANS-8.20 – 1991, R2005	Worker Nuclear Criticality Safety Training
ANSI/ANS-8.21 – 1995, R2001	Use of Fixed Neutron Absorbers in Nuclear Facilities Outside Reactors
ANSI/ANS-8.22 – 1997, R2007	Nuclear Criticality Safety Based on Limiting and controlling Moderators
ANSI/ANS-8.23 – 2007	Nuclear Criticality Accident Emergency Planning and Response
ANSI/ANS-8.24-2007	Validation of Neutron Transport Methods for Nuclear Criticality Safety Calculations
ANSI/ANS-8.26 - 2007	Criticality Safety Engineer Training and Qualification Program
ANSI/ASHRAE 62.1-2004	Ventilation for Acceptable Indoor Air Quality
ANSI/ASME A17.3 - 2008 Existing Elevators and Escalators	Existing Elevators and Escalators
ANSI/ASME A17.5 - 2004 Elevator and Escalator Electrical Equipment	Elevator and Escalator Electrical Equipment
ANSI/SIA A92.2 - 2009	Vehicle-Mounted Elevating and Rotating Aerial Devices
ANSI/ASME B30.2 - 2005	Overhead and Gantry Cranes
ANSI/ASME B30.5 - 2007	Mobile and Locomotive Cranes
ANSI/ASME B30.9 - 2006	Slings
ANSI/ASME B30.10 - 2009	Hooks
ANSI/ASME B30.11 - 2010	Monorails & Under-Hung Cranes
ANSI/ASME B30.16 - 2007	Overhead Hoists
ANSI/ASME B30.17 - 2006	Overhead and Gantry Cranes (Top Running Bridge, Single Girder Under Hung Hoist)
ANSI/ASME B30.20 - 2006	Below the Hook Lifting Devices
ANSI/ASME B30.21 - 1999	Manually Operated Hoists

ANSI/ASME B30.22 - 2005	Articulating Boom Cranes
ANSI/ASME B30.23 - 2005	Personnel Lifting systems Safety Standard
ANSI/ISA-84.00.01-2004, Part I	Functional Safety: Safety Instrumented Systems for the Process Industry Sector – Part 1: Framework, Definitions, System, Hardware and Software Requirements
ASME B30.26 - 2004	Rigging Hardware
ASME B56.1 - 2005	Safety Code for Low Lift and High Lift Trucks
ASME NQA-1-2004 Part I	Quality Assurance Requirements for Nuclear Facility Applications Part I. Requirements for Quality Assurance Programs for Nuclear Facilities
ASME NQA-1-2004 Part II	Quality Assurance Requirements for Nuclear Facility Applications Part II. Quality Assurance Requirements for Nuclear Facility Applications. Note: Subparts applied using graded approach. Use of the term ~~"~~nuclear power plant" shall not be a limiting factor in application of Part II requirements.
ASME NQA-1a-2005	Addenda to ASME NQA-1-2004
ASME NQA-1b-2007	Addenda to ASME NQA-1-2004
ASTMF 496-90	Standard Specification for the In-Service Care of Insulating Gloves and Sleeves
ASTMF 1236-89	Visual Inspection of Electrical Protective Rubber Products (for use as implementation guidance)
Authorization Agreements	For Hazard Category 2 Nuclear Facilities designated in writing by the Department of Energy, Oak Ridge Operations (DOE ORO), an Authorization Agreement (AA) will be prepared and submitted to ORO using their written expectations and requirements and maintained as a record document.
IADC	Drilling Manual (11th Edition 2007)
IEEE C2-2007	National Electrical Safety Code (NESC)
MUTCD	Manual of Uniform Traffic Control Devices (2009 Edition and future updates approved by the Federal High Way Administration)
NFPA 1 - 2009 Edition	Fire Code
NFPA 10 - 2010 Edition	Standard for Portable Fire Extinguishers
NFPA 13 - 2010 Edition	Standard for Installation of Sprinkler Systems
NFPA 14 - 2010 Edition	Standard for the Installation of Standpipes and Hose Systems for Fire Protection
NFPA 15 - 2007 Edition	Standard for Water Spray Fixed Systems for Fire Protection
NFPA 20 - 2010 Edition	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22 - 2008 Edition	Standard for Water Tanks for Private Fire Protection
NFPA 24 - 2010 Edition	Standard for Installation of Private Fire Service Mains and their Appurtenances
NFPA 25 - 2008 Edition	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems
NFPA 30 - 2008 Edition	Flammable and Combustible Liquids Code
NFPA 30A - 2008 Edition	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 45 - 2004 Edition	Standard on Fire Protection for Laboratories Using Chemicals
NFPA 51 - 2007 Edition	Standard and the Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting and Allied Processes
NFPA 51B - 2009 Edition	Standard for Fire Protection During Welding, Cutting and

	other Hot Work
NFPA 55 - 2010 Edition	Compressed Gases in and Cryogenic Fluids Codes
NFPA 59A - 2009 Edition	Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LGN)
NFPA 70 - 2008 Edition	National Electric Code
NFPA 70B 2010 Edition	Recommended Practice for Electrical Equipment Maintenance
NFPA 70E - ,2009 Edition	Electrical Safety Requirements for Employee Workplaces
NFPA 72 - 2010 Edition	National Fire Alarm and Signaling Code
NFPA 80 - 2010 Edition	Standards for Fire Doors and other Opening Protectives
NFPA 80A - 2007 Edition	Recommended Practice for Protection of Buildings from Exterior Fire Exposures
NFPA 90A - 2009 Edition	Standard for the Installation of Air-Conditioning and Ventilation Systems
NFPA 90B - 2009 Edition	Standard for the Installation of Warm Air Heating and Air Conditioning Systems
NFPA 101 - 2009 Edition	Life Safety Code
NFPA 101A - 2010 Edition	Guide on Alternative Approaches to Life Safety
NFPA 110 - 2010 Edition	Standard for Emergency and Standby Power Systems
NFPA 214 - 2005 Edition	Standard on Water-Cooling Towers
NFPA 221 - 2009 Edition	Standard for High Challenge Fire Walls, Fire Walls and Fire Barrier Walls
NFPA 232 - 2007 Edition	Standard for the Protection of Records
NFPA 241 - 2009 Edition	Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 495 - 2010 Edition	Explosive Materials Code
NFPA 505 - 2006 Edition	Fire Safety Standard for Powered Industrial Trucks Including Type Designations, Areas of Use, Conversions, Maintenance, and Operations
NFPA 704 – 2007 Edition	Standard System for the Identification of the Hazards of Materials for Emergency Response
NFPA 780 - 2011 Edition,	Standard for the Installation of Lightning Protection Systems
NFPA 801 - 2008 Edition	Standard for Fire Protection for Facilities Handling Radioactive Materials
NFPA 820 - 2008 Edition	Standard for Fire Protection in Wastewater Treatment and Collection Facilities
NFPA 1141 - 2008 Edition	Standard for Fire Protection Infrastructure for Land Development in Suburban and Rural Areas
NFPA 1710 - 2010 Edition	Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
IBC 2000	International Building Code
IFC 2000	International Fire Code

SECTION J, ATTACHMENT B
REPORTING REQUIREMENTS CHECKLIST

ATTACHMENT B

REPORTING REQUIREMENTS CHECKLIST

The Reporting Requirements Checklist summarizes the specific products the Contractor shall submit to the DOE as required by the Contract, DOE Directives, Federal Regulations, or specified by DOE. This table includes the type of action DOE will perform, the associated DOE response time, and the date/timeframe that the Contractor is required to submit the product. The types of DOE actions are defined as:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall revise the documents to incorporate all DOE mandatory comments and resubmit for approval. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- Review – The Contractor shall provide the deliverable to the DOE for review and comment. DOE will have the option of reviewing the information and providing comment. The Contractor shall respond to all written comments.
- Information – The Contractor shall provide the deliverable to DOE for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

The Checklist might not include all required deliverables identified in other applicable Contract sections, DOE directives or Federal Regulations. The Contractor shall be responsible for complying with all applicable reporting requirements specified in other sections of the Contract and DOE directives and Federal, State and Local Regulations.

Reporting Requirements Checklist

Deliverable	Driver	DOE		Deliverable Due Date[1]	Distribution and Notification
		Action	Response Time[2]		
Transition Plan	Section C.2.1.2.1	Approve	5 days	10 days after Contract Work Authorization	CO and COR
Statement of Material Differences	Section C.2.1.2.7	Approve	30 days	60 days after Contract Work Authorization	CO and COR
Weekly Written Transition Status Reports	Section C.2.1.2.4	Information	N/A	Weekly during Transition	CO and COR
CERCLA Documents for Removal Actions, Remedial Actions and other FFA required documents	CERCLA and Federal Facility Agreement	Approve	In Accordance with the FFA	In accordance with the FFA Appendix E-J Schedules	CO and COR
Project Execution Plan (PEP) for each Capital Asset Acquisition Project and Project Control System Description	DOE O 413.3A, Change 1, Attachment 2, CRD; and Section C.2.9.17.1	Approve	30 days	60 days after Contract Work Authorization, and in support of an EIR, IPR, or Program Review	CO and COR

[1] All days refer to calendar days.
[2] Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action.

Interim Performance Measurement Baseline (PMB)	DOE 413.3A, Change 1, Attachment 2, CRD; Contract Clause B.9; and Section C.2.9.17	Approve	30 days	60 days after Contract Work Authorization	CO and COR
Performance Measurement Baseline detailing all operating work and capital asset project work to be accomplished during the contract term	DOE 413.3A, Attachment 2 and Section C.2.9.17.3	Approve	60 days	90 days after completion of Contract Transition	CO and COR"
Monthly Performance Report	Section C.2.9.17.5	Review	N/A	The 10th business day of the following month	CO and COR
Risk Management Plan	DOE 413.3A, Attachment 2 and Section C.2.917.6	Approve	30 days	60 days after Contract Work Authorization with the Interim PMB, 90 days after Contract Transition with the PMB and in support of an EIR, IPR, or Program Review	CO and COR"
Contractor Self-Assessment Report	Contract Clause B.10	Information	N/A	10 days after the end of the fee performance period	CO and COR
Government-Furnished Services and Items (GFS/I)	Section J, Attachment D	Approve	30 days	45 days after Contract Work Authorization; prior to each fiscal year for annual updates and prior to each quarter for quarterly updates	CO and COR

ISMS/EMS Description	DEAR Clause 970.5223-1, and DOE M 450.4-1, CRD	Approve	60 days	30 days after Contract Work Authorization and annual updates or as required	CO and COR
ISMS/ESH&Q Performance Objectives, Measures, and Commitments	DOE M 450.4-1, CRD	Approve	60 days	30 days after , Contract Work Authorization and annual updates	CO and COR
Environmental Protection and Compliance Plan	DOE O 450.1ACRD	Approve	60 days	30 days after Contract Work Authorization	CO and COR
Permit Applications	H.34 (c)	Approve Final	30 days	Draft 90 days prior to the date they are to be submitted to the regulators Final at least 30 days prior to the date of submittal to the regulators for DOE's final review and signature or concurrence	CO and COR
Worker Safety and Health Plan	10 CFR 851 Contract Clause H.28	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Radiation Protection Program or Plan (RPP)	10 CFR 835; and Section C. 2.9.1	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR

Annual Radiation Exposure Data Reporting	10 CFR 835.702 and DOE M 231.1-1A Change 2, CRD	Information	N/A	Annually	CO and COR
Report ionizing radiation exposure data summaries to the Radiation Records Repository for each monitored person	10 CFR 830	Information	N/A	Annually	CO and COR
Occupational Radiation Exposure Reports to Individuals	DOE M 231.1-1A, Change 2, CRD and 10 CFR 835.801	Information	N/A	Annually to the individual within 60 days following submittal of Annual Radiological Exposure Data Reporting	CO and COR
Occurrence Reporting and Processing System Reports	DOE M 231.1-2, CRD	Approve	14 days	Per Occurrence	Notification List
Training Implementation Matrix	DOE O 426.2 Chapter 1, CRD	Approve	30 days	30 days after Contract Work Authorization (DOE approval prior to the commencement of work; updated when necessary)	CO and COR
Excess Injuries and Illnesses Report	DOE M 231.1-1A, Change 2, CRD	Information	N/A	Quarterly each April, July, October, and January to CAIRS	CO and COR
Computerized Accident/ Incident Reporting System Injury/Illness Reporting (CAIRS)	DOE Order 231.1-1A, Change 2, CRD	Information	N/A	Monthly	CO and COR

Reporting Subcontractor Accident Information (F 5484.3 and 5484.4)	DOE M 231.1-1A, Change 2, CRD	Information	N/A	Per event	CO and COR
Chronic Beryllium Disease Prevention (CBDP) Program	10 CFR 850	Approve	60 days	30 days after Contract Work Authorization	CO and COR
Quality Assurance Program(s) Plan	10 CFR 830.120; DOE O 414.1C, CRD and NQA-1-2004 (addenda through 2007)	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Conduct of Operations Matrix for Hazard Category 2 and 3 facilities	DOE O 422.1, CRD	Approve	30 days	60 days after Contract Work Authorization and as required (DOE approval prior to the commencement of work)	CO and COR
Contractor Assurance System Description	DOE O 226.1A, Attachment 2, CRD	Approve	60 days	30 days after Contract Work Authorization, and annual updates	CO and COR

Documented Safety Analyses and Safety Basis Documents	10 CFR 830 Subpart B	Approve	New DSA/TSR – 90 days Annual DSA Updates – 45 days TSR/DSA Change Packages and JCO's – 45 days	30 days after Contract Work Authorization (DOE approval prior to the commencement of work; annually for changes)	CO and COR
Authorization Agreement for Hazard Category 2 Facilities	DNFSB Recommendation TECH-19	Approve	45days	Update periodically (Recommend every two years) or when changes occur	CO and COR
Unreviewed Safety Question (USQ) Process	10 CFR 830	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Hazard Survey	DOE O 151.1C,	Approve	30 days	Tri-Annually, or as major changes occur	CO and COR
Emergency Planning Hazards Assessments (EPHAs)	DOE O 151.1C,	Approve	30 days	Tri-Annually, or as major changes occur	CO and COR
Continuity of Operations Plan or Business Recovery Plan	DOE O 150.1	Approve	30 days	60 days after Contract Work Authorization and annual updates	CO and COR
Nuclear Material Controls and Accountability Plan/Program	DOE M 470.4-6, Change 1	Approve	30 days	90 days after Contract Work Authorization and update as required	CO, COR and DOE-ORO Safeguard and Security

Safeguards and Security Management Plan	DOE M 470.4-1, Change 1, Attachment 2, CRD	Information	N/A	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security
Site Security Plan (SSP)	DOE M 470.4-1, Change 1, Attachment 2; CRD	Approve	30 days	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security
IT Systems Security Plan	DOE O 205.1A and DOE M 205.1-5, Adm. Change 2, Attachment 1, CRD	Approve	45 days	When current accreditation expires or when there is a change that impacts the current security posture of the system. The Plan is accredited by the AMEM (Federal Designated Approving Authority) for operation for three years	CO and COR
Program Cyber Security Plan (PCSP)	DOE O 205.1A and DOE M 205.1-5, Adm. Change 2, Attachment 1, CRD	Approve	45 days	60 days after Contract Work Authorization and every two years thereafter	CO, COR and DOE-ORO Safeguard and Security
Cyber Security Incident Report	DOE O 205.1A and DOE M 205.1-8 Admin Chg 2	Information	N/A	Immediate notification and Negative Monthly Report to DOE-Cyber Incident Response Capability (CIRC)	Report incident directly to DOE-CIRC
Operations Security (OPSEC) and Classified Matter Protection and Control Plans (CMPC)	DOE M 470.4-4A, Attachment 1, CRD	Approve	45 days	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security

Human Resources Management Plan	FAR 31.205-6 as supplemented by DEAR 9703102-05-6 and H.4 (a)	Approve	30 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Contractor Employee Compensation Plan	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Amendments/ Restatements of the pension and other benefit plans presently sponsored by BJC and other Portsmouth and Paducah contractors	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
New benefit plan(s)	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Summary Plan Descriptions (SPDs)	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year	H.4(f)7	Information	N/A	No later than March 1st of the current calendar year	Via the DOE Workforce Information System (WFIS) Compensation and Benefits Module
Employee Benefits Value Study (Ben-Val)	DOE O 350.1, Change 3, CRD and Contract Clause H.4(f)(3)(A)	Approve	45 days	Every 2 years	DOE Contractor Human Resources; COR, CO approval and submission to HQ
Employee Benefit Cost Study	DOE O 350.1, Change 3, CRD and Contract Clause H.4(f)(3)(B)	Approve	45 days	Annually	DOE Contractor Human Resources; COR, CO approval and submission to HQ

For each pension plan or portion of a pension plan for which DOE reimburses costs: -Copies of IRS forms 5500 with schedules -Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan	DOE O 350.1, Change 3, CRD and Contract Clauses H.4(g)(5)(A) and H.4(g)(5)(B)	Information and Approve	45 days	Annually within 9 months of the last day of the current Pension Plan year	DOE Contractor Human Resources; COR, CO approval and submission to HQ
Collective Bargaining Agreements	DOE O 350.1, Change 3, CRD and Clause H.9	Approve	N/A	Before proposing or agreeing to changes in any pension or other benefit plans. 24 hours after conclusion of negotiation	Coordination with DOE Contractor Human Resources, CO, COR and DOE Senior Managemen t
Report of Settlement	DOE O 350.1, Change 3, CRD	Information	N/A	30 days after settlement of collective bargaining agreement negotiations. Report to be entered electronically into the Work Force Information System (WFIS)	CO, COR and DOE Contractor Human Resources
Final Workforce Transition Plan	Contract Clause H.6(a)(3)	Approve	30 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Final Benefits Transition Plan	DOE O 350.1, Change 3, CRD and Contract Clause H.6(b)	Information	N/A	Draft 20 days after Contract Work Authorization and Final 30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Description of plans and processes for ensuring compliance with H.4(e) Pay and Benefit Programs and H.5(b) Annual Actuarial Evaluations Valuations	DOE O 350.1, Change 3, CRD; Contract Clause H.6(b)(1)	Information	N/A	20 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Application for Contractor Compensation Approval	DOE O 350.1, Change 3, CRD	Approve	60 days	30 days after Contract Work Authorization for top five highly compensated and thereafter for any proposed changes in compensation	CO, COR and DOE Contractor Human Resources
Semi-Annual Report of Compensation	DOE O 350.1, Change 3, CRD	Information	N/A	Semi-annually by April 30th and September 30th	CO, COR and DOE Contractor Human Resources
Contractor Salary-Wage Increase Expenditure Report	DOE O 350.1, Change 3, CRD	Information	N/A	Annually	CO, COR and DOE Contractor Human Resources
Negotiation of Advanced Understanding of Human Resources Costs	DOE O 350.1, Change 3, CRD	Approve	90 days	Negotiations should begin 30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Communication plan detailing the communication that the Contractor and its subcontractors will engage regarding implementation of the hiring preference requirements set forth in Clause H.3	H.6(a)(1)(A)	Information	N/A	10 days after Contract Work Authorization	CO and COR
Communication Plan with the Incumbent Employees, regarding the implementation of the hiring preferences in clause ~~"~~Workforce Transition and Employee Hiring Preferences," paragraph H.3(a)(1) and (2)	H.6(a)(2)(B)	Information	N/A	15 days after Contract Work Authorization	CO and COR
Workforce Transition Plan for the Contractor and its first and second tier subcontractors	H.6(a)(2) and H.6(a)(3)	Review Draft/ Approve Final	30 days for final document	Draft 15 days after Contract Work Authorization Final 30 days after Contract Work Authorization	CO and COR

Reports on implementation of the hiring preferences required by the clause titled, "Workforce Transition and Employee Hiring Preferences,"	H.6(a)(4)	Information	N/A	Weekly during the 90 day Contract Transition Period Bi-weekly during the remainder of the six-month Workforce Transition Period As requested by the CO after the Workforce Transition Period	CO and COR
Employee Headcount Report	DOE-HQ (Work Force Information System Reporting) and Oak Ridge report	Information	N/A	Semi-annually by January 13th and July 14th	CO, COR and DOE Contractor Human Resources
Annual Parent Organization Support Plan (POSP)	Contract Clause H.23(d)	Approval	30 days	Initial POSP 60 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 90 days prior to the start of each year of contract performance.	CO and COR
Payroll and Resident Report	DOE Oak Ridge Standardized Report	Information	N/A	Annually by January 20th	CO, COR and DOE Contractor Human Resources

Enforcement Report	DOE O 350.1, Change 3, CRD	Information	N/A	Semi-annually by April 5th and October 5th	CO, COR and DOE Contractor Human Resources
Workplace Substance Abuse Program	DOE O 350.1, Change 3, CRD and 10 CFR 707	Approve	15 days	45 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Results of Workplace Substance Abuse Program	DOE O 350.1, Change 3, CRD and 10 CFR 707	Information	N/A	Annually by January 15th	CO, COR and DOE Contractor Human Resources
Diversity Plan	Contract Clause H.38	Approve	30 days	60 days after Contract Work Authorization and when changes or updates occur	CO, COR and DOE Contractor Human Resources
Quarterly Diversity Reports	Contract Clause H.38	Information	N/A	Quarterly	CO, COR and DOE Contractor Human Resources
Annual Overtime Control Plan	DOE O 350.1, Change 3, CRD; Section I FAR Clause 52.222-2; and Contract Clause H.43	Approve	45 days	Annually	CO, COR and DOE Contractor Human Resources
Contractor Community Commitment Progress Report	DEAR 970.5226-3 and Contract Clause H.37	Information	N/A	Semi-annually	CO and COR

Employee Assistance Program Plan	DOE O 350.1, Change 3, Chapter 9 and 10 CFR, part 707.6.	Approve	60 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Physical Inventories	DOE O 580.1, Change 1, CRD	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Managemen t
PIDS Report	FAR 45 and DOE O 580.1, Change 1, CRD	Review	30 days	Annually by mid November	CO, COR and DOE-ORO Property Managemen t
Summary Report of DOE-Owned Plant & Capital Equipment	DOE Accounting Handbook, Chapter 10	Review	30 days	Annually by September 15th	CO, COR and DOE-ORO Property Managemen t
Excess Personal Property Furnished Non-federal Recipients	41 CFR 102-36.155 (g); DOE-HQs	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Managemen t
Exchange/ Sale Report	41 CFR 102-39.75; DOE-HQs	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Managemen t
NRC Property Held at DOE Facilities Report	NRC Mgt. Directive11. 7Part IX	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Managemen t
Precious Metals Inventory	DOE Order 580.1, Change 1, CRD	Review	30 days	Annually by mid September http://www.y12.doe.gov/missions/pmetal/	CO, COR and DOE-ORO Property Managemen t

Precious Metals Forecast	DOE-HQs; Precious Metals Business Center	Review	30 days	Annually by mid September http://www.y12.doe.gov/missions/pmetal/	CO, COR and DOE-ORO Property Management
Balanced Score Card Plan (Procurement and Personal Property_	DOE-HQs	Approve	30 days	Annually by mid September	CO, COR and DOE-ORO Procurement and Property Management
Balanced Score Card Self Assessment Report (Procurement and Personal Property_	DOE-HQs	Review	30 days	Annually by-early November	CO, COR and DOE-ORO Property Management
Termination Inventories	FAR part 45, Subpart 45.508	Review	30 days	Upon termination or completion of the contract	CO, COR and DOE-ORO Property Management
Facility Information Management System (FIMS) Reports	41 CFR 102-84.15; DOE O 430.1B, Change 1, CRD	Review	30 days	1. Set up database 2. Update facilities information as changes occur 3. Provide maintenance data as required by HQ (actual due October 30th; required due March 1st/; deferred due September 30th)	CO, COR and FIMS Database and DOE-ORO Property Management
FIMS Reconciliation with ORFSC	DOE Accounting Standards	Review	30 days	Annually	CO, COR and DOE-ORO Property Management

FIMS Report of Excess Facilities to HQ	DOE O 430.1B, Change 1, CRD	Review	45 days	Annually	OECM, DOE-ORO Property Managemen t, and local EM FIMS contact
FIMS QA Plan	DOE O 430.1B, Change 1, CRD	Approve	30 days	Annually	CO, COR and DOE-ORO Property Managemen t
Real Property Inventory	DOE O 430.1B, Change 1, CRD	Review	30 days	Annually	CO, COR and DOE-ORO Property Managemen t and local EM FIMS contact
Site Disposition Plan	DOE O 430.1B, Change 1, CRD	Review	30 days	60 days after Contract Work Authorization	CO, COR and DOE-ORO Property Managemen t and local EM FIMS contact
Review of Utilization of Real Property	DOE O 430.1B, Change 1, CRD	Review	30 days	Annually	CO, COR and DOE-ORO Property Managemen t and local EM FIMS contact
Other Real Estate Reports as required	N/A	Review	30 days	As requested	FIMS Database
Federal Automotive Statistical Tool (FAST) reporting	41 CFR 102-34.330	Approve	30 days	Annually by November	CO, COR and DOE-ORO Fleet Manager

Energy Policy Act (EPACT) 2005 Section 701 Waiver Request	Energy Policy Act of 2005	Review	30 days	Annually by June 30th	CO, COR and DOE
Energy Independence and Security Act, EISA Section 246	Energy Policy Act of 1992 Note: 2010 could be last reporting year	Review	30 days	Annually	CO, COR and DOE
Motor Vehicle Use Goals	41 CFR 109-38.5103 and 41 CFR 109-38.5105	Approve	30 days	Annually by November	CO, COR and DOE
Other Motor Equipment Use Goals	41 CFR 109-38.5104	Approve	30 days	Annually by November	CO, COR and DOE
Motor Vehicle Utilization Reviews	41 CFR 109-38.5105	Approve	30 days	Annually by October	CO, and COR
Motor Vehicle Fleet Report (OMB A-11)	OMB Directed	Review	30 days	January - April	CO, COR and DOE
Motor Vehicle Appropriation Request Report	OMB Directed	Review	30 days	Annually	CO, COR and DOE
Motor Vehicle Statement Report	OMB Directed	Review	30 days	January – April and August	CO, COR and DOE
Government Property Missing, Lost, Damaged or Theft Report	DOE O 580.1, Change 1, CRD	Review	30 days	Immediately after incident occurs	CO, COR and DOE-ORO Property Administrator
Environmental Liability Estimate	DOE Accounting Handbook/ DOE O 534.1B, CRD	Approve	N/A	Annually	CO, COR and Oak Ridge Financial Service Center

Field Budget Call 5 year Plan	DOE O 130.1	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Management System	DEAR 970.5232-7	Approve	60 days	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Disclosure of Revenue Activities	OMB Statement of Federal Financial Accounting Standards Number 7	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
ES&H Funded & Unfunded Compliance Activities Spreadsheet & Executive Summary	DOE Accounting Handbook/ DOE O 534.1B, CRD	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Conference Management	DOE O 110.3A	Information	N/A	Annually	CO and COR
Quarterly Report on Receivables Due From the Public	DOE Accounting Handbook/ DOE Order 534.1, B CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center
Collection of Delinquent Interagency Receivables	DOE Accounting Handbook/ DOE Order 534.1, B CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center
Budget Call Inputs	DOE O 130.1, Attachment 1, CRD	Information	N/A	Annually	CO, COR and DOE ORO Planning and Budget

45 Day Termination Notices – RI Tenants, telecommunications	DOE-ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
60 Day Termination Notices – RI Tenants, telecommunications	DOE-ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Telecommunication Aging Schedule – RI Tenants	DOE - ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
D&D Estimate	Energy Policy Act of 1992	Information	N/A	Monthly	CO, COR and DOE Planning and Budget
Financial Plan Requests	DOE Planning and Budget Requirement	Information	N/A	Monthly by day 15th of each month	CO, COR and DOE Planning and Budget
Nuclear Materials Classified Financial Reporting	Departmental Inventory Management System (DIMS) Reporting – DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Quarterly	CO, Conrad NNSA - Service Center in Albuquerque, NM
International Transaction	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center

Financial Reporting (STARS)	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Functional Cost	DOE HQ – Annual Data Request	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Economic Analysis	DOE HQ – Annual Data Request	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Site Usage Calculation	DOE-ORFSC	Approval	30 days	Annually	CO, COR and Oak Ridge Financial Service Center
Disclosure Statement Update	Public Law 100-679(41U.S.C.422)	Approval	60 days	As Needed	CO, COR and Oak Ridge Financial Service Center
Financial Accounting Standards 4 Disclosure (YN)	Financial Accounting Standards #4	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Letter of Credit	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Certificate of Deposit	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center

Financial Accounting Standards 106 Disclosure	DOE Annual Data Request – Financial Accounting Standards #106	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Accounting Standard 87 Disclosure	DOE Annual Data Request – Financial Accounting Standards #87	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Project Management Cost Performance Reports for input to Project Assessment Reporting System (PARS)	Office of Engineering & Construction Management and Deputy Secretary Project Performance Report	Review	N/A	Monthly	CO and COR
Integrated Planning, Accountability, and Budgeting System (IPABS) Spring Data Call	DOE-HQ IPABS Information System	Review	N/A	Annually	CO and COR
IPABS Fall Data Call	DOE-HQ IPABS Information System	Review	N/A	Annually	CO and COR
Update of the Site Treatment Plan for Mixed Wastes on the Oak Ridge Reservation	State of Tennessee Commissioners Order	Approve	30 days	Annually by October 30th	CO and COR

Semiannual Progress Report for the Site Treatment Plan	State of Tennessee Commissioners Order	Approve	30 days	Semiannually by April 30th	CO and COR
Mixed Waste Inventory Report	State of Tennessee Commissioners Order	Approve	30 days	Semiannually by April 30th and October 30th	CO and COR
Status Report of Inventory and Disposition of Radioactive Poly Chlorinated By-phenyls (PCB) Wastes on the ORR	ORR PCB Federal Facility Compliance Act (FFCA)	Approve	30 days	Semiannually by April 30th and October 30th	CO and COR
Annual Report on Inventory and Disposition of Radioactive PCB Wastes on the ORR	ORR PCB FFCA	Approve	30 days	Annually by October 30th	CO and COR
Annual Solid Waste Management Unit /Area of Concern Update	Corrective Actions Conditions of ORR RCRA Permits	Review	45 days	Annually by January 31	CO and COR, Submit to TDEC
Inventory of Federal Hazardous Waste Activities	RCRA 3016	Approve	30 days	Biennially, by January 31st	CO and COR, Submit to EPA
Annual Hazardous Waste Reduction Progress Report	Tennessee Hazardous Waste Reduction Act	Review	30 days	Annually by March 1st	CO and COR, Submit to TDEC
Toxic Chemical Release Inventory (TRI Report)	EPCRA	Approve	30 days	Annually by July 1st	CO and COR, submit to EPA

Affirmative Procurement Report	RCRA 6002; EO 13423	Review	30 days	Annually by December 1st	CO and COR, Data entered into Pollution Prevention Tracking and Reporting System (PPTRS) database
Small Business Subcontracting Plan including Annual Subcontracting Goals	Contract Clause H.17	Approve	30 days	Prior to the beginning of each Fiscal Year	CO and COR
Annual Implementation and Compliance Report. Certify annually to CO that no change in FOCI	DOE M 470.4-1, Change1	Approve	60 days	End of each year of operation	CO, COR and DOE cognizant security authority
Internal Audit Implementation Design including overall strategy for Internal Audit	Contract Clause H.55	Approve	30 days	After Contract Work Authorization, extension, or exercise of option	CO, COR and DOE Oak Ridge Financial Center
Annual audit report summarizing audit activities during previous Fiscal Year	Contract Clause H.55	Approve	30 days	Annually by January	CO, COR and DOE Oak Ridge Financial Center
Annual Audit Plan for activities to be undertaken by Internal Audit next Fiscal Year	Contract Clause H.55	Approve	30 days	Annually by June 30th	CO, COR and DOE Oak Ridge Financial Center

Report of Estimated Foreign Currency Collections and Expenditures [Treasury Financial Manual – Vol. 1- Part 2 - Chapter 3200 (T/L 551-R)]	Treasury Financial Manual – Vol 1 – Part 2 – Chapter 3200 (T/L 551-R) and DOE Headquarters Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center
Federal Aid to State and Local Governments	DOE-HQ Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center
Payments Made to International United Nations Organizations	DOE-HQ Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center
Funds Management Report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor	DOE ORO Planning and Budget	Information	N/A	Monthly	CO, COR and DOE Oak Ridge Financial Center

SECTION J, ATTACHMENT C
IMPLEMENTATION PLAN GUIDANCE

Section J Attachment C

Implementation Plan Guidance

An IP must contain the following information described in (a) through (n) below. Contractors may submit printouts from internal tracking/trending systems in lieu of a standard IP if all the required elements are included in the system printout. If a particular heading is not applicable to a specific situation, enter "Not Applicable" or "None."

An IP must also include a statement that all other applicable requirements in the new Directive/standard are fully implemented. If the entire Directive/standard was placed in the contract, the IP must include a brief justification for any requirements considered to be not applicable.

(a) Date of Submission. Self-explanatory.

(b) Applicability. The plan must clearly identify which site, organization, activities, or facility(ies) are covered.

(c) Identify Requirements Not Fully Implemented. Identify the requirement(s) that is not fully implemented by source document number, title, paragraph, section number, etc.

(d) Description of the Noncompliance(s). Discuss the nature and degree of the noncompliance. For example, if the standard/requirement is partially implemented, discuss what is in place and what is not. Identify the major systems or activities affected. The discussion must be sufficient to enable reviewers to draw conclusions on the degree of risk resulting from non-implementation, the appropriateness of the action steps, and the reasonableness of the resource estimates.

(e) Implementation Assumptions. Describe basic implementation assumptions, such as clarification regarding methods for determining applicability, interpretations used in determining compliance status and implementation planning, etc. . If there are conflicting requirements, identify which of the conflicting requirements will be implemented and explain reasons for the selection.

(f) Exemptions. List any exemption requests (both submitted and under review or approved) that are related to the requirements covered by the plan and include a copy of them as an attachment.

(g) Compensatory Measures. If compensatory measures are deemed necessary to offset increased environment, safety, and health (ES&H) risks associated with the noncompliance, include a description of those measures and a schedule for implementing them. Summarize the compensatory measures in the first paragraph, followed by a more detailed description and explanation in subsequent paragraphs. Clearly indicate what measures are in place, which will be implemented before DOE approval, and which will be implemented only after DOE approval. Distinguish between measures that were in place before discovery of the noncompliance and measures put into place because of the noncompliance. Provide a schedule with dates for initiation, duration, and completion of measures that are not fully in place.

If compensatory measures are not required, provide an explanation for this conclusion that is related to the discussion of increased risk under the next heading. Some examples of situations where compensatory measures may not be needed are:

- The noncompliance has no direct or immediate impact on worker or public health or safety or protection of the environment.

- The probability or the consequences of an accident that would be prevented by compliance with the requirement are negligible during the time the corrective actions are being implemented (e.g., operations are shut down).

(h) Risk of Not Implementing Immediately. Discuss any ES&H, security, quality assurance, or other concern created by the delay in implementation of the requirement. Provide a full description of how the existing or planned compensatory measures reduce the risk. If there is little or no risk associated with the noncompliance, provide a sound, reasoned justification for that statement.

(i) Actions Needed to Implement. Identify the specific actions needed to fully implement the requirement. Include the submission of budget requests as an action where appropriate. Identify the organization responsible for implementing each action and provide milestones and schedules. If implementation is expected to take many months and multiple years, provide interim as well as ending milestones. The interim milestones give the contractor and ORO a basis for assessing performance in complying with the longer term requirements.

Duration schedules rather than fixed dates may be provided for items that need additional resources or that are dependent on completion of other actions (e.g., six months from receipt of funding or two months from completion of Phase II of the Safety Analysis Report). Fixed date schedules must be provided for actions with sufficient resources that are not dependent on other actions. A sample format is provided below.

Activity	Responsibility	Start/End
Revise SPP-XXX to include inspection of fire dampers	Fire Protection Division	Start 01/15/2003 End 01/01/2004

When appropriate, provide attachments containing drawings, plans, calculations, procedures, test results, relevant history of the system, and any other supporting information.

(j) Additional Resources Needed. If no additional resources are needed, the IP must so state. The resource impacts of the corrective actions must be broken out by:

- Organization or Business Unit, if applicable;

- What is funded and what is not (by program/funding source);

- Whether or not the resources are included in the ES&H Management Plan; and

- Whether any of the needed funds are included in an approved budget request.

Budget requests must be submitted for all unfunded actions included in an approved IP. If corrective actions are to be completed by reallocating amounts already funded, describe what

other scheduled activities will not be completed because of the reallocation. The COR must approve any reallocation of existing funds. If the actions in another IP are or will be affected, identify the IP and attach a copy.

(k) Justification for Approval or Continued Operation. Referring to specific activities, explain why it is acceptable to continue operating while in noncompliance with the requirement(s). If appropriate, discuss how the existing or planned compensatory measures contribute to this conclusion. Describe the nature and results of any tests or analyses conducted to support these conclusions.

The justification for approval may refer to any type of net benefit arising from the approval, including avoidance of costs, reduction in risk to workers and the public, improved operational efficiency, etc. Discuss other factors or risks associated with approval or disapproval, such as exposure to possible legal action during the period of noncompliance.

(l) List of Attachments. Self-explanatory.

(m) Contractor Approvals. Provide the internal contractor approval sheet that shows that the IP has received internal review and approval before submission to ORO.

(n) Technical Point of Contact. Include a contact name and telephone number for a person or persons who can answer detailed technical questions about the IP.

The contractor should not wait for formal DOE approval and should begin working the funded portions of an IP as soon as it is submitted. If questions arise or if there is a need for direction on specific implementation actions before DOE approval is granted, the contractor submits the issues to the CO with a copy to the COR and DMG.

Implementation Plan Revisions. Contractor IP preparers must make requested changes and submit revised plans within 30 calendar days of receipt of the ORO change request or as directed in the CO's letter. Contractors submit revised IPs to the CO, with a copy to DMG. Revised plans are reviewed and approved in the same manner as the original plan. A revised IP is also required when the contractor makes substantive changes to an IP because of changing conditions or because of inability to meet deadlines established in the IP. The letter transmitting the revised IP must briefly explain the reason for the revision. If the revision is due to inability to meet an established deadline, the revised IP must be submitted before the existing commitment date is missed.

Contractors must not delete uncompleted actions from an IP between one revision and the next. If multiple revisions of a plan are involved, completed items must be noted as such in at least one revision before being deleted.

Contractors send a letter to the CO, with a copy to the COR and DMG, requesting closure and stating that the corrective actions in the IP have been completed. Any ongoing activities are noted in the letter.

SECTION J, ATTACHMENT D
GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFS/I)

SECTION J

ATTACHMENT D

GOVERNMENT FURNISHED SERVICES/ITEMS

DOE is committed to providing effective support to the contractor throughout the period of contract performance, and the Contractor may request that DOE consider providing additional GFS/I if needed. To manage the GFS/I to be furnished under the contract and to evaluate the additional GFS/I that may be required by the contractor, the Contractor shall submit for DOE approval:

- GFS/I Request - 12-month advance projection of GFS/I to be furnished under the contract and additional contractor-requested GFS/I, prior to each fiscal year;
- GFS/I Request - Quarterly updates to the projection of GFS/I to be furnished under the contract and additional contractor-requested GFS/I, prior to each quarter; and
- information that supports the improved performance for the cost saved as a result of having the requested GFS/I.

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the Government, DOE will notify the contractor within 30 days that the additional contractor-requested GFS/I can be provided, and will provide the contractor details regarding the DOE action(s).

The Government will provide the services/items listed in the table below as available. Services/items provided under an existing DOE lease, agreement, or contract may not be available during the entire term of the contract. DOE will provide the Contractor with 120 days advance notice prior to an available service being discontinued to allow the contractor to make alternative arrangements for that service.

GFS&I	REQUIREMENT *
Approval of CERCLA Documents, Pre-ROD	In accordance with FFA protocol
Approval of CERCLA Documents, Post-ROD	In accordance with FFA Protocol
Protective Force Services	Physical Security
Security Management Program	Personnel Security: access authorizations, badging, HSPD-12 credential center, Unclassified Foreign National Visits and Assignments (UFNVA) program, official

	foreign travel and security awareness program
Security Clearances	DOE will process all access authorization requests in accordance with processing requirements outlined in DOE Manual 470.4-5 and processing timelines outlined in the Intelligence Reform & Terrorism Prevention Act (IRTPA).
Cyber Security Program	Compliance of the Under Secretary of Energy Program Cyber Security Plan (PCSP) and Environmental Management Program Security Plan (PSP).
Fire and Emergency Response Services	In accordance with the *Memorandum of Agreement (MOA) Between the U.S. Department of Energy and the City of Oak Ridge, Tennessee, on the Transition of the East Tennessee Technology Park Fire Protection and Emergency Response Services* or any subsequent agreements regarding the same services. The Contractor shall be responsible for the costs for these services.
Approval of Emergency Preparedness Documents	• Emergency Planning Hazard Surveys – 45 calendar days • Emergency Planning Hazard Assessments - 45 calendar days
Approval of Safety Basis Documents	• Hazard Analysis Document – 45 calendar days • New DSA/TSR (includes BIO, SAR, etc.) – 90 calendar days • Annual Update of DSA – 45 calendar days (if new scope added, will be treated as new DSA) • TSR/DSA Change Packages and JCO's – 45 calendar days (if very complex, 90 calendar days)
Offsite waste disposal at DOE controlled sites	Available when needed per the baseline schedule.
DOE Oversight of Contractor Work	Within 60 days of contract award DOE will provide to the Contractor a DOE Oversight Plan.
Access to Government controlled database and systems	DOE will provide the Contractor access to the following database and systems: • Integrated Planning Accountability and Budget System (IPABS) • Facility Information Management System(FIMS) • Computerized Accident/Incident Reporting System (CAIRS) • Non-Compliance Tracking System (NTS) database • Occurrence Reporting and Processing System (ORPS) • Foreign Access Central Tracking System(FACTS) database • Condition Assessment Information System

	(CAIS)
ETTP Utility Services	Available where utility services are provided under an existing DOE lease, agreement, or contract and are not available directly from the City of Oak Ridge or other local utility provider. The Contractor shall be responsible for payment of the costs associated with the provision of the utility services.
ETTP Grounds Maintenance	General site grounds maintenance, minor roads/sidewalks/parking lot maintenance (not including major repair/paving activities), snow removal, and grass cutting are available where these services are provided under an existing DOE lease or contract. The Contractor shall be responsible for payment of the costs associated with the provision of these services.
Telecommunications Services	The Government provides telecommunications services for the reservation through contract OR23290. The Contractor shall be responsible for payment of the costs associated with the provision of these services.

* All time requirements for DOE approvals are contingent upon the document submitted by the Contractor for approval being complete, accurate, and adequate in content and quality.

ATTACHMENT E

ADVANCED UNDERSTANDING OF HUMAN RESOURCE COSTS

Note: This Attachment will be prepared subsequent to Contract award, pursuant to the Section H Clause entitled, Advanced Understanding of Human Resource Costs Other Than Compensation.

SECTION J, ATTACHMENT F
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

SECTION J, ATTACHMENT F

SPECIAL FINANCIAL INSITUTION ACCOUNT AGREEMENT

URS | CH2M
OAK RIDGE LLC

17.0 Attachment F–Special Financial Institution Account Agreement

In compliance with L.9 Content of Resulting Contract (Part III, Section J–List of Documents, Exhibits, and Other Attachments) and requirements updated by Amendment 004 to the FINAL RFP, URS | CH2M Oak Ridge LLC (UCOR) acknowledges the need to execute DEAR 970.5232-2 Payment and Advances (Dec 2000) upon contract award.

UCOR will work with the DOE Field CFO or equivalent to solicit banking services under a special financial account agreement. Using information supplied by the Field CFO or equivalent, UCOR will use sample forms available in the DOE Accounting Handbook Chapter 6, paragraph 7, and attachments to survey eligible financial institutions for interest in providing its banking needs under a contractor's payments cleared financial arrangement.

Sample survey forms from the DOE Handbook are included in this section–

- Sample Solicitation Letter
- Sample Technical Representations and Certifications
- Schedule of Financial Institution Processing Charges
- Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

SAMPLE SOLICITATION LETTER

Dear Sir or Madam:

The Department of Energy is currently soliciting bids from interested financial institutions to provide services for the **URS | CH2M Oak Ridge LLC** account under a payments cleared financing arrangement.

The Treasury Automated Standard Application for Payment (ASAP) system is utilized by the Federal Government for paying grants, contracts, and other programs. Under a payment cleared financing arrangement, the contractor issues payments for program costs. When the payments are cleared by the financial institution, the financial institution draws on an ASAP 1031 account at the Federal Reserve Bank of Richmond. The amount of the drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible.

The institution will be compensated by direct payment of fees.

Enclosed is a proposal package that provides your institution with information and forms to be used in submitting a proposal. The following documents are contained in the proposal and information package:

1. The figure entitled "Technical Representations and Certifications,"

2. The worksheet entitled "Schedule of Financial Institution Processing Charges,"

3. A sample agreement, and

4. The document entitled "Financial Institution's Information on the Payments-Cleared Financing Arrangement."

To receive same-day credit from the Federal Reserve, the financial institution ascertains the amount of payment items received for payment net of the amount of any deposits and submits an online payment request to the Federal Reserve Bank of Richmond by 5:45p.m. Eastern Time.

If your institution is interested in providing the financial services required under a payment cleared financing arrangement, a bid must be submitted to the following address by not later than [deadline date]:

[DOE mailing address]

The completed bid must be submitted in writing, using materials 1, 2, and 3 described above. Incomplete bids or bids received after the deadline date of [deadline date] will not be considered. Your institution will receive notification of the final decision by letter within 30 days of the close of the bidding period.

Questions pertaining to the proposal package should be directed to [DOE official] at [official telephone number].

Sincerely,

Enclosures

SAMPLE TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The financial institution makes the following technical representations and certifications as part of its bid to the Department of Energy to service a payments cleared financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

   a. The financial institution is a ( ) national chartered financial institution ( ) State chartered financial institution organized and existing in the State of _____.

   b. The financial institution ( ) maintains ( ) does not maintain an account with a Federal Reserve Bank.

   c. The current ( ) Federal ( ) State time deposit reserve requirement for the financial institution is ___%.

   d. The financial institution insures each time account for $100,000 under federally approved deposit insurance ( ) Yes ( ) No. Deposits are insured by a Government deposit insurance organization approved by the Treasury (a list of approved insurance organizations is attached to this form). If no, explain:

   e. The financial institution has direct online access to the Federal Reserve Communications System (FRCS). If no, explain:

   f. To receive same-day credit from the Federal Reserve, the financial institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by _____ p.m. Eastern Time.

2. Minority Business Enterprises

Is the financial institution a minority-owned or minority-controlled institution, eligible to participate in the Treasury Minority Bank Deposit Program (MBDP)? ( ) Yes ( ) No

Information about eligibility and enrollment in the MBDP program is available on the Treasury website at www.fms.treas.gov.

3. Technical

   a. Does the financial institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the contractor as stated in the "Schedule of Financial Institution Processing Charges"?

      Service: ( ) Yes ( ) No Reconciliation: ( ) Yes ( ) No

   b. What is the highest number of payments serviced and reconciled for a single account?

      Service: _____ Reconciliation: _____

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Contractor:

URS | CH2M Oak Ridge LLC

Financial Institution:

_____

1.	Account Maintenance	_____	@ _____	$ ____
2.	Checks Cleared	_____	@ _____	$ ____
3.	Automated Clearing House Transfers	_____	@ _____	$ ____
4.	Wire Transfers	_____	@ _____	$ ____
5.	Stop Payment Orders	_____	@ _____	$ ____
6.	Preparation of 1031, Request for Credit Transfer	_____	@ _____	$ ____
7.	Deposits	_____	@ _____	$ ____
8.	Non-cash Items Deposited	_____	@ _____	$ ____
9.	Other Services (Explained below)	_____	@ _____	$ ____
		_____	@ _____	$ ____
		_____	@ _____	$ ____
		_____	@ _____	$ ____
		_____	@ _____	$ ____
10.	Total Monthly Service Charges (Sum Lines 1-9)			$ ____
11.	Annual Service Charges (Line 10 x 12 months)			$ ____

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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 **URS | CH2M Oak Ridge LLC**, a corporation/legal entity existing under the laws of the State of **Tennessee** (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 **URS | CH2M Oak Ridge LLC** [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.

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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. Such financial records shall be preserved by the Financial Institution 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. _____, dated _____. 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

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administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.

10. Nothwithstanding 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 aforesaid 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.

_____
Date Signed

By _____
(Typed Name of Contractor Officer)

_____
(Signature of Contracting Officer)

WITNESS

_____
(Typed Name of Witness)

_____
(Name of Contractor)

_____
(Signature of Witness)

By _____
(Name of Contractor's Representative)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(Signature of Contractor's Representative)

_____
(Title)

_____
(Address)

_____
(Date Signed)

_____
(Name of Witness)

_____
(Name of Financial Institution)

_____
(Name of Financial Institution Representative)

_____
(Signature of Witness)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(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)

SECTION J, ATTACHMENT G
SMALL BUSINESS SUBCONTRACTING PLAN

SECTION J, ATTACHMENT G

SMALL BUSINESS SUBCONTRACTING PLAN

URS | CH2M
OAK RIDGE LLC

3.0 Small Business Subcontracting Plan

Identification Data

Contractor:	URS | CH2M Oak Ridge LLC
Address:	106 Newberry Street SW Aiken, SC 29801
Solicitation or Contract Number:	DE-SOL-0001551
Item/Service:	East Tennessee Technology Park (ETTP) Contract
Total (Estimated) Amount of Contract:	$2,105,585,365 (excludes fee)
Period of Contract Performance:	5-year base period , July 1, 2011 through June 30, 2016 - $1,324,933,349 4-year option period, July 1, 2016 through June 30, 2020 - $780,652,016

Submittal and Acceptance

This subcontracting plan was submitted by:

Signature:	Leo Sain
Typed Name:	Leo Sain
Title:	Program Manager URS | CH2M Oak Ridge LLC
Date Prepared:	September 21, 2010
Phone No.:	803-502-9972
Acceptance:	
Agency:	
Typed Name:	
Title:	
Date Prepared:	
Phone No.:	

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OAK RIDGE LLC

URS | CH2M Oak Ridge LLC (UCOR) has developed this Small Business Subcontracting Plan (SB Plan) following the criteria prescribed in FAR 52.219-9 (JUL 2010), including other applicable requirements as stated in the clause. For purposes of this SB Plan, UCOR uses the term "subcontract" to mean any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor which calls for supplies or services required in the performance of the subject prime contract, a contract modification thereto, or a subcontract there under. The SB Plan and the subcontracting goals cited will, unless modified and approved by the Contracting Officer, cover the prime contract period specified.

As a single purpose operating affiliate of URS Energy & Construction, Inc. and CH2M HILL Constructors, Inc., UCOR is committed to meaningful small business (SB) participation that efficiently and effectively supports project goals and spurs regional economic growth. We will meet our annual SB goal (65.0%) and SDB targets through a combination of proven subcontracting methods. UCOR's core values include a commitment to ensure SB participation in significant and complex aspects of the ETTP Contract. We believe that such SB participation will support project goals, positively affect the local and regional economies, and provide a foundation for growth and expansion.

UCOR's approach is built on the belief that SBs should receive a durable benefit from their participation in meaningful aspects of the project. Examples include challenging tasks/projects (e.g., difficult analyses, design tasks) and establishing a long-term scope-based presence (e.g., environmental compliance support) that lead to enhanced capabilities which will provide a solid experience/performance base and ensure stability.

We will actively participate in the DOE Mentor-Protégé Program, as required by Special Contract Requirement H.19, with commitments to: stand up 1 protégé within the first 12 months of full contract performance; and stand up a second protégé within the first 24 months. We will mentor our SB protégé to help it strengthen its core competencies; improve financial, administrative, and other functions/systems; and qualify it for additional work. UCOR will also ensure that if local small business concerns are not readily available, action will be taken to provide additional assistance to companies to help them develop into reliable suppliers that can compete for and perform subcontract work. If necessary, we will utilize a variety of tools to locate and use small business entities from all categories, in the region as well as across the state and nationwide.

UCOR's parent companies are proud of their rich heritage of success in developing and implementing SB subcontracting programs. Examples of this success include:

- Washington Closure Hanford, an affiliate of URS in Richland, WA, has awarded 94.8% of subcontracts to small business concerns (cumulative through July 2010), surpassing the 65% goal. Terranear PMC, one of its small, disadvantaged business subcontractors, was named DOE Protégé of the Year in FY 2008.

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- Washington River Protection Services, a URS affiliate in Richland, WA, awarded nearly $37 million in subcontracts to local small businesses in 2009. 72% of all American Recovery and Reinvestment Act-funded contract releases were awarded to local small businesses.

- The U.S. Department of Veterans Affairs presented Washington TRU Solutions, a URS affiliate in Carlsbad, NM, with The Corporate Achievement Award in 2008. WTS spent 8% of its total subcontracted dollars, or more than $6.2 million, with veteran and service-disabled veteran-owned businesses, surpassing the original goal of 3% set for the program.

- URS Supplier Diversity Awards include the Small Business Administration's 2004 Dwight D. Eisenhower Award and the Department of Defense Nunn-Perry Award received in 2001 in recognition of our Mentor-Protégé Program efforts.

- CH2M HILL received the U.S. Department of Defense's Prime Contractor Subcontracting Award for Subcontracting Excellence with Service-Disabled Veteran-Owned Small Businesses in November 2008. The award recognizes our use of Veteran-Owned Businesses with service connected disabilities in support of our DOD contracts.

- The National Veteran Owned Business Association awarded CH2M HILL the Best Corporations for Veteran-Owned Businesses, 2007 – June 2008, recognizing the corporation's contribution in using veteran businesses as subcontractors for supporting our contracts.

- The U.S. Department of State presented CH2M HILL with it's Small Business Subcontracting Award–September 2007 for achievement of Small Business Subcontracting Goals in fiscal year 2006.

- The Small Business Administration's Dwight D. Eisenhower Award to CH2M HILL in April 2007 represents the SBA's highest honor for large companies that use small businesses as suppliers and subcontractors.

- U.S. Department of Energy's Facility Management Contractor Small Business Achievement Award – June 2005 recognizes CH2M HILL's outstanding performance for the highest increase in total subcontract awards to small businesses.

UCOR will leverage the corporate-wide resources of its member entities, including contacts, information databases, special SB programs and experienced personnel, to ensure that the SB Plan under this contract meets and exceeds the goals it has established.

Introduction

The following sections present the specific methods and approaches to be utilized in meeting and exceeding the objectives and goals of the SB Plan for SBs including Small Disadvantaged Business (SDB), Women-Owned SB (WOSB), HUBZone small business (HUBZone); Veteran-Owned Small Business (VOSB); and Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, (hereinafter referred to collectively as "small business entities").

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Type of Plan

_X_ *Individual Contract Plan* - Individual Contract Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

___ *Master Plan* - Master Plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

___ *Commercial Plan* - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(1) Goals

UCOR proposes and fully intends to accomplish the following SB subcontracting goals for each of the specified SB categories. These goals are expressed in terms of percentages of total planned subcontracting dollars:

SB Category	Percent
SB	65.0
VOSB	4.0
SDVOSB	4.0
HUBZone	4.0
SDB	10.0
WOSB	10.0

The goals are based on the Section C – Performance Work Statement and the total (estimated) amount of contract (excluding fee). Upon assuming contract responsibility and regularly during the normal course of business, UCOR will plan its scope execution and include as one of its performance indicators the accomplishment of its stated SB Plan goals. We will also be aware of opportunities that may arise where these percentage goals and the real dollar value of SB subcontracts, can be increased. UCOR will focus efforts and resources on SB entity outreach (including but not limited to mentoring) and will ensure that subcontracting in each designated category increases in volume as the overall subcontract volume expands.

(2) Statement of –

(i) Total estimated dollars planned to be subcontracted, i.e., with all types of concerns under this contract during the contract period is $1,473,909,756.

(ii) Total estimated dollars planned to be subcontracted with SB concerns (including ANC and Indian tribes): $958,041,341

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(iii) Total estimated dollars planned to be subcontracted with VOSB concerns: $58,956,390

(iv) Total estimated dollars planned to be subcontracted with SDVOSB: $58,956,390

(v) Total estimated dollars planned to be subcontracted with HUBZone small business concerns: $58,956,390

(vi) Total estimated dollars planned to be subcontracted with SDB concerns (including ANCs and Indian tribes): $147,390,976

(vii) Total estimated dollars planned to be subcontracted with WOSB concerns: $147,390,976

(3) Description of the Types of Supplies and Services to be Subcontracted

Principal categories of subcontracting opportunities are listed in figure 3-1. This matrix was developed in accordance with the information described in Section (4) Methods Used to Develop Subcontracting Goals.

Figure 3-1. Principal Categories of Subcontracting Opportunities

Principal Supplies and Services to be Subcontracted (Type and NAICS Code)	(i) SB	(ii) VOSB	(iii) SDVOSB	(iv) HUBZone	(v) SDB	(vi) WOSB
Technical Services						
Engineering Services 541330	✓	✓	✓		✓	✓
Engineering Design 541490	✓				✓	✓
Environmental Consulting Services 541620	✓	✓	✓		✓	✓
Testing Laboratories 541380	✓					
Other Scientific and Technical Services 541690	✓	✓	✓	✓	✓	✓
RA, D&D, Construction						
Truck, Utility Trailer, and RV Rental and Leasing 532120	✓					
Specialty Construction 238990	✓				✓	✓
Site Preparation (Including D&D) 238910	✓				✓	✓
Other Heavy and Civil Engineering Construction 237990	✓					
Remediation Services 562910	✓		✓	✓	✓	
Equipment Rental 532412	✓					
Electrical Contractors 238210	✓					
Roofing Contractors 238160	✓					
General Support						
Other Accounting Services 541219	✓					✓
Office Administrative Services 561110	✓				✓	✓
Other Support Services 561990	✓					✓
Temporary Staffing 561320	✓			✓	✓	✓
Custom Computer Programming Services 541511	✓					

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Figure 3-1. Principal Categories of Subcontracting Opportunities (continued)

Principal Supplies and Services to be Subcontracted (Type and NAICS Code)	(i) SB	(ii) VOSB	(iii) SDVOSB	(iv) HUBZone	(v) SDB	(vi) WOSB
Instrument Repair & Calibration 811219	✓					
Travel Agencies 561510	✓			✓		
General Equipment and Supplies						
Office Supplies 423440, 424120	✓					✓
Industrial Equipment 423830, 423840, 424120	✓					
Chemical/Fuel Products 424690, 424720	✓					

Associated NAICS Codes are summarized in figure 3-2.

Figure 3-2. Associated NAICS Codes

NAICS Definition	NAICS
Other Heavy and Civil Engineering Construction	237990
Roofing Contractors	238160
Electrical Contractors and Other Wiring Installation Contractors	238210
Site Preparation Contractors	238910
All Other Specialty Trade Contractors	238990
Other Commercial Equipment Merchant Wholesalers	423440
Stationery and Office Supplies Merchant Wholesalers	424120
Industrial Machinery and Equipment Merchant Wholesalers	423830
Industrial Supplies Merchant Wholesalers	423840
Other Chemical and Allied Products Merchant Wholesalers	424690
Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	424720
Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	532120
Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing	532412
Other Accounting Services	541219
Engineering Services	541330
Testing Laboratories	541380
Other Specialized Design Services	541490
Custom Computer Programming Services	541511
Environmental Consulting Services	541620
Other Scientific and Technical Consulting Services	541690
Office Administrative Services	561110
Temporary Help Services	561320
Travel Agencies	561510
All Other Support Services	561990
Remediation Services	562910
Other Electronic and Precision Equipment Repair and Maintenance	811219

(4) Methods Used to Develop Subcontracting Goals

UCOR expects to meet or exceed the SB subcontracting goals set forth in this SB Plan for each of the specified SB categories. The list of supplies and services to be subcontracted to small business entities was developed by reviewing and evaluating the ETTP Contract Performance Work Statement, considering local, state and federal regulations and guidelines and using current and past experience in subcontracting to SBs at other DOE locations.

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SECTION J, ATTACHMENT H
PERFORMANCE GUARANTEE AGREEMENT

SECTION J, ATTACHMENT H

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-SC-0004645 for the East Tennessee Technology Park Contract dated April, 29, 2011, by and between the Government and URS|CH2M Oak Ridge, LLC, the undersigned, URS Energy and Construction, Inc. (Guarantor), a corporation incorporated in the State of Ohio with its principal place of business at 720 Park Boulevard, Boise, ID 83712 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 **September 21, 2010.**

Name of Corporation

URS Energy & Construction, Inc.

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Randolph J. Hill
Senior Vice President of Legal

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal:

I certify that I am the Secretary of the corporation named as Guarantor herein; that the officer who signed the Performance Guarantee Agreement on Behalf of the Guarantor was then Senior Vice President of Legal of said corporation; and that said officer was acting within the scope of his corporate powers.

By: Jeanne Baughman Date: September 21, 2010

Jeanne Baughman
Secretary

SECTION J, ATTACHMENT I
WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA)
AND
DAVIS-BACON ACT (DBA)

SECTION J, ATTACHMENT IA

WAGE DETERMINATIONS – SERVICE CONTRACT ACT

WD 05-2493 (Rev.-15) was first posted on www.wdol.gov on 09/21/2010
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Shirley F. Ebbesen Division of Wage Determinations
Director

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2493
Revision No.: 15
Date Of Revision: 09/13/2010

State: Tennessee
Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.03
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		16.36
01020 - Administrative Assistant		20.11
01040 - Court Reporter		16.87
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		13.19
01060 - Dispatcher, Motor Vehicle		16.87
01070 - Document Preparation Clerk		12.91
01090 - Duplicating Machine Operator		12.91
01111 - General Clerk I		11.31
01112 - General Clerk II		12.58
01113 - General Clerk III		14.12
01120 - Housing Referral Assistant		19.92
01141 - Messenger Courier		11.54
01191 - Order Clerk I		11.86
01192 - Order Clerk II		13.65
01261 - Personnel Assistant (Employment) I		12.84
01262 - Personnel Assistant (Employment) II		16.41
01263 - Personnel Assistant (Employment) III		18.30
01270 - Production Control Clerk		18.25

01280 - Receptionist	11.72	
01290 - Rental Clerk	13.05	
01300 - Scheduler, Maintenance	16.31	
01311 - Secretary I	16.31	
01312 - Secretary II	18.10	
01313 - Secretary III	19.92	
01320 - Service Order Dispatcher	17.05	
01410 - Supply Technician		20.11
01420 - Survey Worker		17.19
01531 - Travel Clerk I	12.72	
01532 - Travel Clerk II	13.54	
01533 - Travel Clerk III	14.58	
01611 - Word Processor I		12.27
01612 - Word Processor II		13.62
01613 - Word Processor III		16.87
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	19.72	
05010 - Automotive Electrician	16.03	
05040 - Automotive Glass Installer	15.26	
05070 - Automotive Worker	15.26	
05110 - Mobile Equipment Servicer	13.68	
05130 - Motor Equipment Metal Mechanic	16.78	
05160 - Motor Equipment Metal Worker	15.26	
05190 - Motor Vehicle Mechanic	16.55	
05220 - Motor Vehicle Mechanic Helper	13.06	
05250 - Motor Vehicle Upholstery Worker	14.47	
05280 - Motor Vehicle Wrecker	15.26	
05310 - Painter, Automotive	18.18	
05340 - Radiator Repair Specialist	15.26	
05370 - Tire Repairer	11.03	
05400 - Transmission Repair Specialist	16.55	
07000 - Food Preparation And Service Occupations		
07010 - Baker	11.17	
07041 - Cook I	10.08	
07042 - Cook II	11.24	
07070 - Dishwasher	8.55	
07130 - Food Service Worker	9.61	
07210 - Meat Cutter	13.97	
07260 - Waiter/Waitress		7.86
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	17.03	
09040 - Furniture Handler		11.85
09080 - Furniture Refinisher	17.03	
09090 - Furniture Refinisher Helper	13.66	
09110 - Furniture Repairer, Minor	15.32	
09130 - Upholsterer	17.03	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		8.96
11060 - Elevator Operator		10.49
11090 - Gardener	13.21	
11122 - Housekeeping Aide	10.49	

11150 - Janitor	11.25	
11210 - Laborer, Grounds Maintenance		10.88
11240 - Maid or Houseman	8.45	
11260 - Pruner	10.69	
11270 - Tractor Operator		13.81
11330 - Trail Maintenance Worker	10.88	
11360 - Window Cleaner	12.03	
12000 - Health Occupations		
12010 - Ambulance Driver	14.54	
12011 - Breath Alcohol Technician	14.98	
12012 - Certified Occupational Therapist Assistant	21.99	
12015 - Certified Physical Therapist Assistant	20.94	
12020 - Dental Assistant	15.28	
12025 - Dental Hygienist		28.09
12030 - EKG Technician		18.35
12035 - Electroneurodiagnostic Technologist	18.35	
12040 - Emergency Medical Technician		14.54
12071 - Licensed Practical Nurse I	14.14	
12072 - Licensed Practical Nurse II	15.82	
12073 - Licensed Practical Nurse III	17.64	
12100 - Medical Assistant		12.76
12130 - Medical Laboratory Technician	14.52	
12160 - Medical Record Clerk	11.72	
12190 - Medical Record Technician	14.89	
12195 - Medical Transcriptionist	13.42	
12210 - Nuclear Medicine Technologist	25.05	
12221 - Nursing Assistant I		9.62
12222 - Nursing Assistant II		10.81
12223 - Nursing Assistant III		11.80
12224 - Nursing Assistant IV		13.24
12235 - Optical Dispenser		14.65
12236 - Optical Technician		13.21
12250 - Pharmacy Technician	16.23	
12280 - Phlebotomist	13.24	
12305 - Radiologic Technologist	23.63	
12311 - Registered Nurse I		22.82
12312 - Registered Nurse II		27.91
12313 - Registered Nurse II, Specialist	27.91	
12314 - Registered Nurse III		31.51
12315 - Registered Nurse III, Anesthetist	31.51	
12316 - Registered Nurse IV	37.40	
12317 - Scheduler (Drug and Alcohol Testing)	18.51	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.10	
13012 - Exhibits Specialist II	21.18	
13013 - Exhibits Specialist III	25.90	
13041 - Illustrator I	16.64	
13042 - Illustrator II	21.18	
13043 - Illustrator III	25.90	
13047 - Librarian	23.03	
13050 - Library Aide/Clerk		11.41

13054 - Library Information Technology Systems Administrator	20.21	
13058 - Library Technician		13.65
13061 - Media Specialist I		13.27
13062 - Media Specialist II		14.85
13063 - Media Specialist III		16.63
13071 - Photographer I	15.35	
13072 - Photographer II	17.17	
13073 - Photographer III	21.27	
13074 - Photographer IV		26.03
13075 - Photographer V		31.48
13110 - Video Teleconference Technician		16.55
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.77	
14042 - Computer Operator II	17.64	
14043 - Computer Operator III	19.67	
14044 - Computer Operator IV	21.86	
14045 - Computer Operator V	24.20	
14071 - Computer Programmer I	22.54	
14072 - Computer Programmer II	25.40	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.77	
14160 - Personal Computer Support Technician	21.86	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.52	
15020 - Aircrew Training Devices Instructor (Rated)	34.53	
15030 - Air Crew Training Devices Instructor (Pilot)	37.97	
15050 - Computer Based Training Specialist / Instructor	28.52	
15060 - Educational Technologist	27.39	
15070 - Flight Instructor (Pilot)		37.97
15080 - Graphic Artist	20.60	
15090 - Technical Instructor		19.44
15095 - Technical Instructor/Course Developer	23.78	
15110 - Test Proctor	15.69	
15120 - Tutor	15.69	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.06	
16030 - Counter Attendant	9.06	
16040 - Dry Cleaner	11.68	
16070 - Finisher, Flatwork, Machine	9.06	
16090 - Presser, Hand	9.06	
16110 - Presser, Machine, Drycleaning	9.06	
16130 - Presser, Machine, Shirts	9.06	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06	
16190 - Sewing Machine Operator	12.50	
16220 - Tailor	13.31	
16250 - Washer, Machine	10.02	

19000 - Machine Tool Operation And Repair Occupations			
19010 - Machine-Tool Operator (Tool Room)	18.19		
19040 - Tool And Die Maker		21.73	
21000 - Materials Handling And Packing Occupations			
21020 - Forklift Operator		13.12	
21030 - Material Coordinator		18.25	
21040 - Material Expediter			18.25
21050 - Material Handling Laborer		12.62	
21071 - Order Filler		11.31	
21080 - Production Line Worker (Food Processing)		13.12	
21110 - Shipping Packer			13.01
21130 - Shipping/Receiving Clerk		13.01	
21140 - Store Worker I		11.64	
21150 - Stock Clerk		15.74	
21210 - Tools And Parts Attendant		13.12	
21410 - Warehouse Specialist		13.12	
23000 - Mechanics And Maintenance And Repair Occupations			
23010 - Aerospace Structural Welder		21.76	
23021 - Aircraft Mechanic I			20.73
23022 - Aircraft Mechanic II			21.76
23023 - Aircraft Mechanic III			22.84
23040 - Aircraft Mechanic Helper		15.54	
23050 - Aircraft, Painter		19.79	
23060 - Aircraft Servicer		17.43	
23080 - Aircraft Worker		18.43	
23110 - Appliance Mechanic		17.46	
23120 - Bicycle Repairer			12.77
23125 - Cable Splicer		22.18	
23130 - Carpenter, Maintenance		16.19	
23140 - Carpet Layer		16.89	
23160 - Electrician, Maintenance		20.79	
23181 - Electronics Technician Maintenance I		19.62	
23182 - Electronics Technician Maintenance II		20.63	
23183 - Electronics Technician Maintenance III		21.72	
23260 - Fabric Worker		15.86	
23290 - Fire Alarm System Mechanic		17.63	
23310 - Fire Extinguisher Repairer		14.94	
23311 - Fuel Distribution System Mechanic		21.26	
23312 - Fuel Distribution System Operator		17.14	
23370 - General Maintenance Worker		16.16	
23380 - Ground Support Equipment Mechanic		20.73	
23381 - Ground Support Equipment Servicer	17.43		
23382 - Ground Support Equipment Worker		18.43	
23391 - Gunsmith I		14.94	
23392 - Gunsmith II		16.89	
23393 - Gunsmith III		18.71	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		17.84	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		18.67	
23430 - Heavy Equipment Mechanic		18.57	

23440 - Heavy Equipment Operator		16.47	
23460 - Instrument Mechanic		22.57	
23465 - Laboratory/Shelter Mechanic		17.77	
23470 - Laborer		12.10	
23510 - Locksmith		17.77	
23530 - Machinery Maintenance Mechanic		19.89	
23550 - Machinist, Maintenance		19.55	
23580 - Maintenance Trades Helper		13.60	
23591 - Metrology Technician I		22.57	
23592 - Metrology Technician II		23.62	
23593 - Metrology Technician III		24.64	
23640 - Millwright		19.19	
23710 - Office Appliance Repairer		17.77	
23760 - Painter, Maintenance		17.03	
23790 - Pipefitter, Maintenance		18.64	
23810 - Plumber, Maintenance		17.78	
23820 - Pneudraulic Systems Mechanic		18.71	
23850 - Rigger		18.71	
23870 - Scale Mechanic			16.89
23890 - Sheet-Metal Worker, Maintenance	19.73		
23910 - Small Engine Mechanic		16.18	
23931 - Telecommunications Mechanic I		24.51	
23932 - Telecommunications Mechanic II		25.71	
23950 - Telephone Lineman		22.01	
23960 - Welder, Combination, Maintenance		17.74	
23965 - Well Driller		17.84	
23970 - Woodcraft Worker		18.71	
23980 - Woodworker			14.94
24000 - Personal Needs Occupations			
24570 - Child Care Attendant		9.61	
24580 - Child Care Center Clerk		11.97	
24610 - Chore Aide		10.00	
24620 - Family Readiness And Support Services Coordinator		12.40	
24630 - Homemaker			14.87
25000 - Plant And System Operations Occupations			
25010 - Boiler Tender		23.32	
25040 - Sewage Plant Operator		18.97	
25070 - Stationary Engineer		23.32	
25190 - Ventilation Equipment Tender		16.78	
25210 - Water Treatment Plant Operator		19.10	
27000 - Protective Service Occupations			
27004 - Alarm Monitor		14.85	
27007 - Baggage Inspector		10.97	
27008 - Corrections Officer			14.96
27010 - Court Security Officer		16.11	
27030 - Detection Dog Handler		12.66	
27040 - Detention Officer		14.96	
27070 - Firefighter		17.33	
27101 - Guard I		10.97	
27102 - Guard II		12.66	

27131 - Police Officer I	17.61
27132 - Police Officer II	19.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.86
28042 - Carnival Equipment Repairer	11.58
28043 - Carnival Equpment Worker	8.63
28210 - Gate Attendant/Gate Tender	13.05
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	14.60
28510 - Recreation Aide/Health Facility Attendant	10.66
28515 - Recreation Specialist	16.58
28630 - Sports Official	11.63
28690 - Swimming Pool Operator	16.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.16
29030 - Line Handler	18.16
29041 - Stevedore I	17.22
29042 - Stevedore II	19.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.39
30023 - Archeological Technician III	21.62
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	15.66
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	30.15
30086 - Engineering Technician VI	36.50
30090 - Environmental Technician	27.69
30210 - Laboratory Technician	21.05
30240 - Mathematical Technician	21.56
30361 - Paralegal/Legal Assistant I	16.72
30362 - Paralegal/Legal Assistant II	20.02
30363 - Paralegal/Legal Assistant III	24.49
30364 - Paralegal/Legal Assistant IV	29.63
30390 - Photo-Optics Technician	22.28
30461 - Technical Writer I	19.92
30462 - Technical Writer II	24.36
30463 - Technical Writer III	29.48
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51

30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	
30495 - Unexploded (UXO) Sweep Personnel	22.74	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	21.02	
30621 - Weather Observer, Senior (see 2)	22.04	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	9.72	
31030 - Bus Driver	13.65	
31043 - Driver Courier	14.65	
31260 - Parking and Lot Attendant	9.36	
31290 - Shuttle Bus Driver		15.63
31310 - Taxi Driver	11.14	
31361 - Truckdriver, Light	15.63	
31362 - Truckdriver, Medium	16.51	
31363 - Truckdriver, Heavy		18.00
31364 - Truckdriver, Tractor-Trailer	18.00	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.65	
99050 - Desk Clerk	10.96	
99095 - Embalmer	25.37	
99251 - Laboratory Animal Caretaker I	11.14	
99252 - Laboratory Animal Caretaker II	13.06	
99310 - Mortician	25.37	
99410 - Pest Controller	15.93	
99510 - Photofinishing Worker	11.95	
99710 - Recycling Laborer		14.64
99711 - Recycling Specialist		17.31
99730 - Refuse Collector		13.25
99810 - Sales Clerk	11.51	
99820 - School Crossing Guard	11.87	
99830 - Survey Party Chief		18.72
99831 - Surveying Aide		12.40
99832 - Surveying Technician	17.02	
99840 - Vending Machine Attendant	13.52	
99841 - Vending Machine Repairer	16.05	
99842 - Vending Machine Repairer Helper	13.52	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein

and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)
of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J, ATTACHMENT IB

WAGE DETERMINATIONS – DAVIS BACON ACT

General Decision Number: TN100157 10/29/2010 TN157
Superseded General Decision Number: TN20080157

State: Tennessee
Construction Type: Heavy
Including Water and Sewer Line Construction
Counties: Anderson, Blount and Loudon Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	06/04/2010
3	10/29/2010

* ELEC0760-010 07/01/2010

	Rates	Fringes
ELECTRICIAN.	$ 22.04	4.25%+7.20

ENGI0917-026 05/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe, Excavator, Trackhoe, Bulldozer, and Crane.....	$ 23.51	9.40
Forklift.....	$ 21.55	9.40

LABO0818-003 05/01/2010

	Rates	Fringes
LABORER: Common or General.....	$ 17.38	5.36

SUTN2009-140 12/02/2009

	Rates	Fringes
LABORER: Flagger.....	$ 8.73	0.00
LABORER: Pipelayer.....	$ 11.75	0.00
OPERATOR: Loader.....	$ 13.50	0.00
TRUCK DRIVER: Dump Truck.....	$ 10.76	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION J, ATTACHMENT J
FIRE PROTECTION PROGRAM REQUIREMENTS

Section J – Attachment J

Fire Protection Program Requirements

Contractors should refer to corresponding requirements in DOE O 420.1B and all applicable rules, guidance, and standards when implementing the requirements of this document. Regardless of the performer of the work, it is the contractor's responsibility to ensure the work is compliant with the requirements of this document. The contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the contractor's compliance with the requirements and the safe performance of work. However, in doing so, the contractor must not flow down requirements to subcontractors unnecessarily or imprudently.

1. Fire Protection Facility Assessments
   a. Annual fire protection assessments are to be completed for Hazard Category 1 and 2 nuclear facilities, facilities valued in excess of $100 million, facilities considered to be high hazard by the contractor, or those that are considered to be of high importance to the contractor in the completion of its contracted scope of work.
   b. Triennial fire protection assessments are to be completed for Hazard Category 3 nuclear facilities, radiological facilities not addressed above, and facilities valued in excess of $10 million up to $100 million.
   c. Facilities valued above $1 million are to be assessed at least every 5 years.
   d. Other facilities do not require fire protection assessments but must meet the fire protection requirements.
2. Fire Protection Exemptions and Equivalencies
   a. Approval of exemptions remains with the applicable DOE Headquarters program office. Contractors requesting an exemption are to coordinate the submittal of such documents with the applicable ORO program office. All exemptions submitted to DOE Headquarters for approval are required to have concurrence from the ORO authority having jurisdiction (AHJ) for Fire Protection.
   b. Approval of equivalencies is the responsibility of ORO Fire Protection AHJ. Contractors requesting an equivalency are to coordinate the submittal of such documents with the applicable ORO program office. It is recommended the equivalency submittals be extensively coordinated prior to the contractor's submission of the equivalency request.
   c. The level of documentation necessary to support an exemption or equivalency will vary, depending on the issue. As a minimum, ORO expects that each analysis will identify the specific site location or condition at issue, the paragraph/section of the code or standard which addresses the issue, a discussion as to why the literal requirements of the code or standard cannot be met, and a discussion which justifies the conclusion that the alternate configuration is acceptable or equivalent from a safety perspective to what is stipulated in the code or standard.

d. Exemptions and equivalencies that are programmatic in nature (affect more than an individual component or design feature) are to be supported through the facility fire hazard analysis (FHA), if applicable. Where more than one exemption/equivalency request exists for a single facility/system, the contractor must demonstrate that the cumulative effect of such conditions does not increase the level risk beyond an acceptable level.

e. DOE-approved Fire Protection exemptions and equivalencies are to be reviewed annually by the contractor and internally documented as to their ongoing need and the continued implementation of applicable requirements. Field inspection of exemptions and equivalencies may be aligned with the fire protection engineering assessment/FHA frequency.

f. Approved equivalencies and exemptions are applicable to the respective facilities and/or conditions to which they were requested. The transfer of facilities between contractor organizations is acknowledged. In the event that changes to the conditions of approval are made, the equivalency/exemption is no longer valid and conformance to the original requirements is required.

3. Abandoned Facilities and Facilities Undergoing D&D

a. Alternate fire protection configurations must be documented through equivalencies. A single equivalency may be processed for each facility and documented within the facility FHA. The scope and depth of the analysis is to be commensurate with the complexity of the facility, the nature of the fire risks, and the type of D&D activities. FHAs associated with approved D&D equivalencies that are revised to address changes in conditions or additional alternative fire protection configurations are to be submitted to the ORO Fire Protection AHJ for information.

b. The FHA must be revised, as appropriate, when significant changes in occupancy or hazards occur that affect fire safety. Fire safety features that have been required by DOE may be rendered inoperable or considered no longer needed if justified by the FHA. Such features may be abandoned in place until they are dismantled as part of planned demolition activities.

c. The need for fire protection features in these facilities is governed by the fire risks to the public, the workers, and the firefighters and the potential release of hazardous and radiological materials to the environment. Property protection and program continuity are not normally factors to consider unless the facility possesses a definable value and/or mission.

d. The decision to deactivate automatic fire suppression systems in facilities must reflect the possibility that emergency response forces may not be able to safely enter the facility to effect manual fire suppression. A —stand off and protect" tactical approach, which features exterior fire attack and protection of exposures, must be approved by ORO as part of the FHA or the fire department baseline needs assessment.

4. Protective Clothing Requirements During Hot Work Operations
   ORO contractors and subcontractors performing activities involving hot work shall:

   - Perform an assessment of the workplace to determine the appropriate personal protective equipment (PPE) such as flame-resistant clothing. This clothing shall be selected to minimize the potential for ignition, burning, trapping hotsparks, or electric shock.
   - Based on the assessment of the workplace provide flame-resistant clothing for all individual(s) directly performing the hot work.
   - Based on the assessment of the workplace determine the clothing requirements for all other personnel (e.g., fire watch personnel) and provide the appropriate level of flame-resistant clothing to the workers.
   - In other work activities, based on the assessment of the workplace determine the the level of clothing necessary for personnel performing incidental tasks involving open flames, sparks, and other molten by-products.
   - Ensure these requirements are flowed down to all subcontracts and the implementation of these requirements is verified.

5. Fire Protection AHJ Responsibilities/Delegations

   a. ORO recognizes different performance levels of Fire Protection AHJ decision making responsibilities and activities are necessary to execute DOE fire protection program activities driven by DOE Order 420.1B, *Facility Safety*. As such, ORO delegates the following Fire Protection AHJ activities to its contractors:

      (1) Review and approval of facility modifications as they related to fire protection and life safety.

      (2) Review and approval of all new fire protection and life safety features as they relate to system installations.

      (3) Review and approval of the performance of fire protection and life safety-related system acceptance testing or witnessing.

      (4) Review and recommend approval to ORO of the fire departments' baseline needs assessments.

      (5) Perform fire safety acceptance inspections for approval of occupancy of new facilities or those that have undergone major modifications.

      (6) Forward to DOE for concurrence the determinations for not performing an FHA for new facilities.

      (7) Provide NFPA Fire Protection code interpretations.

      (8) Determine the applicability of NFPA Fire Codes and standards to site activities.

      (9) Recommend for approval by DOE any equivalencies to DOE Orders and directives, exemptions, and associated compliance schedule(s).

(10) Approve minor field compliance conditions, equivalent approaches, and alternative methods.

(11) All determinations are to be documented and available to ORO for review.

b. The ORO Fire Protection AHJ retains full authority in fire protection and life safety matters. The contractor AHJ responsibilities must be exercised by an individual who is experienced in the field of fire protection. The contractor must submit the qualification of contractor Fire Protection AHJs to ORO.

6. ORO Fire Protection Inspection, Testing, and Maintenance of Fire Protection Equipment

An ORO equivalency was originally approved by DOE Headquarters in 1994 (see Reference 7n) pertaining to frequencies of inspection, testing, and maintenance of fire protection systems. Table 1 contains ORO's current acceptable modified frequencies, based on the current addition of National Fire Protection Association (NFPA) Standard 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. Use of these modified frequencies is optional for ORO contractors. Requirements associated with the use of the reduced inspection, testing, and maintenance frequencies remain the same as identified by DOE Headquarters in 1994, specifically, "Data on fire protection system performance should be continually collected and maintained so as to be able to provide sound technical basis for continuing to implement the revised frequencies. This data should be in an auditable form." The inspection, testing, and maintenance of fire protection and life safety components not addressed in the equivalency are to be performed in accordance with applicable NFPA standards. Contractors using the reduced frequency inspection, testing, and maintenance schedule are required to document a system performance report for the previous year by April 30 of the following year and provide to DOE upon request.

a. The frequencies specified in NFPA 25 should be followed for Hazard Category 1 nuclear facilities, high hazard facilities, facilities specifically open to the general public, and systems credited within facility safety analyses.

b. Failure(s) occurring during surveillance testing must be trended and reported in accordance with unusual occurrence reporting procedures and reporting requirements.

c. It is not the intent to cover all aspects of inspection and testing. These testing frequencies are generic in nature, and specific applications, equipment, conditions, or facilities may warrant increased surveillance schedules. Inspection, testing, and maintenance frequencies not addressed within this document must be in accordance with the applicable NFPA standard.

d. See Table 1 for inspection, testing, and maintenance frequencies. The frequency notations are defined as follows:

Notation	Minimum Frequency
Daily	At least once per 24 hours
Weekly	At least once per 7 days
Monthly	At least once per 31 days
Quarterly	At least once per 92 days
Semiannually	At least once per 184 days
Annually	At least once per 365 days

The surveillances must be performed within the specified interval (with a maximum extension of 25% of the interval between any 2 consecutive surveillances) for weekly, monthly, and quarterly frequencies. Semiannual and greater frequencies must not exceed 10% extensions. This extension is intended to provide operational flexibility for scheduling and performing surveillances. It must not be relied on as a routine extension of the specified interval. Failure to perform the surveillances within the required time intervals must be documented.

7. Definitions

a. Authority Having Jurisdiction – Except as noted, decision making authority in the matters concerning fire protection rests with the manager of the DOE field office or designee.

b. Equivalency – An approved alternative means of satisfying the technical provisions of an applicable code or standard.

c. Exemption – An approved deviation from a DOE directive, a nonstatutory code, or a standard.

8. Acronyms

AJH	authority having jurisdiction
D&D	decontamination and decommissioning
DOE	Department of Energy
FHA	fire hazards analysis
NFPA	National Fire Protection Association
ORO	Oak Ridge Office
STD	standard

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Sprinkler Systems					
Sprinkler Head, Inspection	Table 5.1	Annually	Annually, not to exceed 3 years	At the same frequency as facility assessment s.	Sprinkler systems are reviewed by qualified engineers during scheduled self-assessmen ts.
Hydraulic Nameplate on Sprinkler Systems,	5.2.7	Quarterly	Annually, not to exceed 3 years	At the same frequency as the facility	Contractors maintain a system of drawings,

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Inspection				assessment s.	calculations, and other documentation that verifies the hydraulic design requirements.
Water Flow Alarms, Test	5.3.3.1	Quarterly	Quarterly	Semiannual	ORO failure rates over a period of approximately 50 years do not justify more frequent testing or the costs that would be incurred. Less frequent testing will also minimize discharges to the environment.
Gauges, Test	5.3.2	5 Years	When abnormal	When abnormal	System gauges are not used to validate system operability.
Sprinkler System Piping, Inspection	5.2.2	Annually	Annually, not to exceed 3 years	At the same frequency as the facility assessment s.	Sprinkler systems are reviewed by qualified fire protection engineers during scheduled self-assessmen ts.
Water Motor Gong, Test	5.3.3	Quarterly	Quarterly	Semiannual	Failure rates do not justify more frequent testing or the costs that would be incurred.
Compressor, Maintenance	5.4.2.3	Per manufacturer	Annually	Annually	Annual maintenance is reasonable.

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Standpipe and Hose Systems					
Hose Cabinets, Inspection	Table 6-1	Annual	Annual, not to exceed 3 years	At the same frequency as the facility assessment s, not to exceed 3 years	Hose cabinets are not subject to failure that would impair firefighting ability.
Alarm Devices, Test	Table 6-1	Quarterly	Quarterly	Semiannual	Failure rates do not justify more frequent testing or the costs that could be incurred.
Hose Nozzles, Inspection	Table 6-1	Annually	At the same frequency as the facility assessment s, not to exceed 3 years	None	The nozzles are rugged devices and not subject to inordinate failure.
Hose Nozzles, Test	Table 6-1	Annually	When abnormal	When abnormal	Test when visual inspection reveals an abnormality or after nozzle maintenance.
Hose Storage Rack, Inspection	Table 6-1	Annually	Annually, not to exceed 3 years	At the same frequency as the facility assessment s, not to exceed 3 years	These are not subject to inordinate failure and will be reviewed during scheduled self-assessmen ts.
Standpipe Systems, Alarm Device, Test	Table 6-1	Quarterly	Quarterly	Semiannual	Failure rates and the costs incurred do not justify a greater frequency rate.
Hose connections	Table 6-1	Quarterly		Annually	Failure rates do not justify more

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					frequent testing or the costs that could be incurred.
Standpipe Piping	Table 6-1	Quarterly	Quarterly	Semiannual ly	Failure rates do not justify more frequent testing or the costs that could be incurred.
Private Fire Service Mains					
Underground Piping Flow Tests	7.3.1	Minimum 5-year intervals		Annual (Adequate water supplies are a vital fire protection element.)	Flow tests representative of those expected during a fire should be performed annually at selected plant areas and compared to previous years. Different areas of a facility should be tested on a 5-year cycle to ensure that all areas are capable of achieving the required flow demands.
Hose/Hydrant Houses, Inspection	7.2.2.7	Quarterly	Annually	Annually	Hydrant/hose houses are not subject to frequent failure.
Fire Pumps					
Fire Pumps Heating System, Inspection	8.2.2	Weekly during heating season	Weekly or Monthly	Weekly or Monthly	Weekly unless the pump room is constantly monitored for low temperature conditions.

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Fire Pumps, Vent Louvers, Inspection	8.2.2	Weekly during heating season	Weekly or Monthly	Weekly or Monthly	Weekly unless the pump room is constantly monitored for low temperature conditions.
Water Storage Tanks					
Water Level	9.2.1	Monthly/Quarte rly if monitored		Quarterly	Fire water storage tanks should be inspected quarterly by overflowing, except where tank levels can be visually verified.
Water Spray Fixed Systems					
Mainline Strainers, Inspection and Maintenance, If Required	Table 10-1	Inspection – Per manufacturer Maintenance – 5 Years	5 Years Combined Inspection and Maintenanc e	5 Years Combined Inspection and Maintenanc e	Use engineering judgment to set an inspection frequency if the water is contaminated.
Valve Enclosures, Cold Weather, Inspection	Table 10-1	Daily/Weekly		Weekly or Monthly if monitored	Inspect monthly if valve enclosures are monitored by a supervised low temperature alarm device.
Pipe and Hangers, Inspection	Table 10-1	Quarterly	Annually	Annually	Inspect during the annual flow test.
Drainage, Inspection	Table 10-1	Quarterly	Annually	Annually	Inspect during the annual flow test.
Valves and FD Connections					
Alarm Valves, Exterior Inspection	Table 12-1	Monthly	Quarterly	Monthly or Quarterly	Inspect all unsupervised shutoff valves that are installed before the alarm

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					pressure device monthly.
Dry Pipe Valves, Quick Opening Devices, Test	Table 12-1	Quarterly	6 Months	Annually	Quick-opening devices are relatively simple, and annual testing is adequate to detect and repair mechanical problems.
Preaction/Delu ge Dry Pipe Valve, Inspection of Exterior	Table 12-1	Monthly	Quarterly	Annually	Annually after each flow test.
Dry Pipe Valve's Interior, Inspection	Table 12-1	Annually	Annually	Every 3 Years at Full Flow Test	There is no evidence that annual interior inspection of valves is needed to ensure operability. Water supplies are relatively clean for ORO.
Water Flow Alarm, Test	Table 12-1	Quarterly	Quarterly	Semiannual	ORO failure rates over a period of 50 years do not justify more frequent testing or the costs that will be incurred. Less frequent testing will minimize discharges to the environment.
Dry Pipe Valves, Priming Water,	Table 12-1	Quarterly	Semiannual	Semiannual	Test the priming water prior to cold

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Test					weather. Loss of priming water may cause valves to trip but would not cause failure of the valve.
Dry Pipe Valves, Low Air Pressure Alarms, Test	Table 12-1	Quarterly	6 Months	Semiannual	Test during the alarm flow test.
Deluge/Preacti on Valves, Priming Water, Test	Table 12-1	Quarterly	6 Months	Annual	Test the priming water prior to cold weather. Loss of priming water may cause valves to trip but would not cause failure of the valve.
Interior Inspection of Check Valves	12.1	5 years		As needed	Failure rates do not justify more frequent testing or the costs that could be incurred.
Smoke Detector Sensitivity Testing	NFPA 72 (2007), Section 10.4.3	Within 1-year for commissioning, then every two years for two cycles, then every 5 years		Annually for fire detection and alarm systems that have inherent sensitivity testing capability. As needed for all others.	Sensitivity range movement is most commonly caused by a dirty detector chamber, which results in an increased sensitivity and an increase in nuisance alarms from the detector. Trending that shows increased or

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					high nuisance alarm activity for a particular detector or detector system will trigger sensitivity testing or replacement of the detector.
Obstruction Investigation for Sprinkler Systems	Chapter 13	5 years		5% of all systems every 5 years	A common water supply should result in similar conditions within the systems site wide. If adverse conditions are noted during testing, additional inspections may be warranted.

SECTION J, ATTACHMENT K
SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

SECTION J, ATTACHMENT K-

SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

(a) (List offeror name here - includes Single Entity, Joint Venture Partners, Contractor Team Members, etc.)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
N/A	**N/A**	**N/A**	**N/A**
	Subtotal		

(b) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars ($ Thousands)	Percentage*
238910	Site Preparation Contractors	36,028.9	1.71%
238990	All Other Specialty Trade Contractors	36,028.9	1.71%
541330	Engineering Services	36,028.9	1.71%
541490	Other Specialized Design Services	36,028.9	1.71%
541620	Environmental Consulting Services	36,028.9	1.71%
541690	Other Scientific and Technical Consulting Services	36,028.9	1.71%
561110	Office Administrative Services	36,028.9	1.71%
561320	Temporary Help Services	36,028.9	1.71%
562910	Remediation Services	36,028.9	1.71%
	Subtotal	**$324,260.0**	**1.71%**

(c) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars ($ Thousands)	Percentage*
238910	Site Preparation Contractors	36,028.9	1.71%
238990	All Other Specialty Trade Contractors	36,028.9	1.71%
541330	Engineering Services	36,028.9	1.71%
541490	Other Specialized Design Services	36,028.9	1.71%
541620	Environmental Consulting Services	36,028.9	1.71%
541690	Other Scientific and Technical Consulting Services	36,028.9	1.71%
561110	Office Administrative Services	36,028.9	1.71%
561320	Temporary Help Services	36,028.9	1.71%
562910	Remediation Services	36,028.9	1.71%
	Subtotal	**$324,260.0**	**1.71%**

* All percentages shown as a percent of the Total Contract Price of $2,105,585,365 (excludes fee). The $324,260,000 targeted for SDB subcontractors equates to 22% of the total estimated dollar value of all planned subcontracting, which was distributed equally among the NAICS Codes.

For information purposes, ~~"t~~argets" (as required under this provision) and ~~"g~~oals" (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	**Goals**
Applicability	SDB prime contractor $ & % (including JV partners and teaming members) and SDB subcontractors $ & % in NAICS subsectors as determined by the U.S. Department of Commerce	Subcontractor $ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of Total Contract Price	% of Total Subcontracting
Reporting	OF 312 at contract completion	Comply with Section H Clause titled, Electronic Subcontracting Reporting System (eSRS)

SECTION J, ATTACHMENT L
GOVERNMENT PROPERTY LIST

Note: This information will be provided under separate cover.

End of Document