

2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0003399/10B7-14-407582
 3. EFFECTIVE DATE 02/01/2015
 4. REQUISITION/PURCHASE REQUEST#*RDJ*CT NO.

5. ISSUED BY CODE 00603
 6. ADMINISTERED BY (If other than Item 5) CODE
 Office of River Protection
 U.S. Department of Energy
 Office of River Protection
 P.O. Box 450
 Richland WA 99352

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
 See Schedule
 8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT NET 30
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN Section G

11. SHIP TO/MARK FOR CODE 00603
 12. PAYMENT WILL BE MADE BY CODE 00524

Office of River Protection
 U.S. Department of Energy
 Office of River Protection
 P.O. Box 450
 Richland WA 99352
 OR for ORP
 U.S. Department of Energy
 Oak Ridge Financial Service Center
 P.O. Box 6017
 Oak Ridge TN 37831

13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: 41 U.S.C. 253 (c) 5
 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. TFM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$20,000,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual documents are necessary.

20A. NAME OF CONTRACTING OFFICER Margit Larrieu
 19C. DATE SIGNED 12-22-14
 20B. UNITED STATES OF AMERICA
 20C. DATE SIGNED 12/19/2014
 by Signature on File
 (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/1087-14-407582

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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Small Business Administration</p> <p>965502193 NORTH WIND SOLUTIONS Attn: JADE SIDOWAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513 2085570857</p> <p>IGF::OT::IGF</p> <p>Base - The Purpose of this Contract is to provide for for Technical, Environmental, and Program Management Support Services- SBA Reference #1087-14-407582</p> <p>FOB: Destination</p> <p>Period of Performance: 02/01/2015 to 01/31/2018</p>				

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT-SERVICES BEING ACQUIRED

This is a Time-and-Materials contract for technical, environmental and program management services support for the U.S. Department of Energy (DOE), Office of River Protection (ORP) (The Government). The offeror (Contractor) shall provide the personnel, materials, supplies, services (except as maybe expressly set forth in this Contract as furnished by the Government) and do all things necessary and incident to providing the services in Section C Statement of Work.

B.2 CEILING PRICE

(a) The ceiling price is \$20,000,000.00, however, it does not represent, nor shall it be construed as a guarantee or minimum amount. Due to the Government's Appropriations Legislation for Fiscal Year 2014, Continuing Appropriation Resolution H.J.Res.106, no funds are currently available for obligation. However as funding becomes available, the contract will be incrementally funded.

B.3 DIRECT PRODUCTIVE LABOR HOURS AND FIXED LABOR RATES

(a) Direct Productive Labor Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. The maximum required DPLH will be specified in Task Assignments in accordance with the Task Assignment Procedures in Section H. The Contractor shall provide all required DPLH to perform approved Task Assignments which will be derived from Section C Statement of Work.

(b) The duties and obligations of DOE hereunder calling for the expenditure if appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds obligated to the contract without the written consent of the DOE Contracting officer shall be at the Contractor's risk.

(c) The following labor categories and skill levels meeting the education and experience requirements in Section J, Attachment J-4, and corresponding fully burdened maximum ceiling hourly dollar labor rates, are applicable to all services to be provided under this contract.

Labor Category	FY15/16 Fully Burdened Maximum Ceiling Labor Rates	FY 16/17 Fully Burdened Maximum Ceiling Labor Rates	FY 17/18 Fully Burdened Maximum Ceiling Labor Rates,
Executive Consultant III	(b)(4)		
Executive Consultant II			
Executive Consultant I			
Management Consultant III			
Management Consultant II			

Management Consultant I	(b)(4)
Consultant III	
Consultant II	
Consultant I	
Program Manager III	
Program Manager II	
Program Manager I	
Project Manager III	
Project Manager II	
Project Manager I	
Technical Specialist III	
Technical Specialist II	
Technical Specialist I	
Analyst III	
Analyst II	
Analyst I	
Engineer III	
Engineer II	
Engineer I	
Scientist III	
Scientist II	
Scientist I	
Quality Specialist III	
Quality Specialist II	
Quality Specialist I	
Safety Specialist III	
Safety Specialist II	
Safety Specialist I	
Designer III	
Designer II	
Designer I	
Technical Editor	
Technical Editor Associate	
Administrative Specialist III	
Administrative Specialist II	
Administrative Specialist I	
Administrative Support	
Clerk/Typist/Data Entry	

B. 4 OTHER DIRECT COSTS

- (a) The Contractor shall obtain Hanford Local Area Network (HLAN) services as required, and charge such support to the contract under Other Direct Cost.

- (b) Travel costs for transportation, lodging, meals and incidental expenses will be reimbursed only to the extent specified in Federal Acquisition Regulation (FAR) Subsection 31.205-46 Travel Costs. All travel shall be specified in Task Assignments in accordance with the Task Assignment Procedures in Section H.
- (c) Miscellaneous: Other related requirements not otherwise priced herein (Hanford-specific training, supplies, etc.) may be required in the performance of this contract. The Contractor shall obtain advance Contracting Officer written approval prior to the incurrence of any such costs.

SECTION C

STATEMENT OF WORK

TECHNICAL, ENVIRONMENTAL, AND PROGRAM MANAGEMENT SUPPORT

C.1 BACKGROUND

The U.S. Department of Energy (DOE) Office River Protection (ORP) was established by the U.S. Congress in 1998, as an independent office at the Hanford Site with the exclusive focus of solving the Hanford tank cleanup challenge. ORP's mission is to protect the Columbia River by safely cleaning up hazardous and radioactive waste contained in underground storage tanks located at the Hanford Site in eastern Washington State. The nuclear waste at the Hanford Site is the result of more than four decades of reactor operations and plutonium production for national defense and includes 53 million gallons of highly toxic, radioactive waste stored in 177 underground tanks located within 7 miles of the Columbia River including one hundred forty-nine single steel liner tanks that are decades beyond their design life. The cleanup of this legacy waste is now a national priority and part of closing the circle on the nuclear weapons production cycle.

The Waste Treatment and Immobilization Plant Project (WTP) is the largest construction project within DOE, occupies 65 acres on the Hanford Site, and is the cornerstone of the River Protection Project. The purpose of the project is to reduce environmental risk from Hanford's radioactive tank waste which comprises 56 percent of the nation's tank-stored radioactive waste. It includes the design, construction, startup, and commissioning of a chemical processing plant to treat and immobilize (i.e., vitrify) high-level and low activity radioactive waste for long-term storage and final disposal and entails the construction of a facility to treat and separate the radioactive hazardous tank waste into low-activity and high-level waste streams, immobilize the high-level waste fraction for shipment to a national high-level nuclear waste repository, and immobilize the low-activity waste for onsite disposal.

In conducting its WTP management and oversight responsibilities, ORP requires various types of short-term and long-term Technical, Environmental, and Program Management Support expertise and assistance for support in carrying out its responsibilities to plan, direct, and oversee environmental cleanup, construction, and operations of government facilities.

C.2 SCOPE OF WORK

- (a) In general, the Contractor shall provide ORP with a broad array of expert Technical, Environmental, and Program Management Support resources, at times on very short notice, to perform a broad array of technical and management support services to be specified in written Task Assignments issued by the Contracting Officer.
- (b) Overall, the Contractor shall provide highly qualified subject matter experts and technical consultants capable of providing high quality advisory and assistance, assessments and evaluations, studies and analyses, guidance, counseling, training, support for policy development and decision-making, support for project management and administration; support to improve the efficiency and effectiveness of ORP processes and procedures; support for logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative technical support for conferences and training programs.

(c) The Contractor shall provide highly qualified subject matter experts and technical consultants, as needed, to perform a broad array of Technical, Environmental, and Program Management Support services for the following ORP offices:

- (1) Office of the Manager
- (2) Office of the Deputy Manager
- (3) Office of the Chief of Staff
- (4) Waste Treatment Startup, Commissioning, and Integration Office
- (5) Waste Treatment and Immobilization Treatment Plant Project Office
- (6) Tank Farms Project Office
- (7) Technical and Regulatory Support

(d) The Contractor shall provide highly qualified subject matter experts and technical consultants, as needed, to perform a broad array of Technical, Environmental, and Program Management Support services including, but not limited to, separately defined and detailed tasks in the following functional areas:

- (1) Advisory and Assistance
- (2) Accident Investigation Support
- (3) Analytical Studies
- (4) Assessments
- (5) Audits
- (6) Authorization Basis Support
- (7) Communications Support
- (8) Congressional Visit Support
- (9) Construction Oversight Support
- (10) Construction Project Reviews
- (11) Contingency Planning
- (12) Corrective Action Program
- (13) Cost Estimating Support
- (14) Data Analysis Support
- (15) Decision Analysis Support
- (16) Directives Management Support
- (17) Electronic Suspense Tracking Support
- (18) Employee Concerns Program Support
- (19) Engineering Oversight Support
- (20) Environmental Assessments
- (21) Environmental Impact Statements
- (22) Environmental Management Support
- (23) Environmental Permitting Support
- (24) External Audit Coordination
- (25) Facility Engineering
- (26) Freedom of Information Act
- (27) Glass Science
- (28) Graphics Support
- (29) Ground Water/ Vadose Zone
- (30) Hazard Analysis
- (31) High Energy Particulate Air Filter Testing
- (32) Independent Engineering Assessment
- (33) Integrated Assessment
- (34) Integrated Safety Management
- (35) Internal Audit Support
- (36) Internet Webpage Design/Maintenance

- (37) Issue Resolution and Management
- (38) Lessons Learned
- (39) Logistical Support
- (40) Management Assessment
- (41) Media Coordination
- (42) Mentoring
- (43) National Environmental Policy Act
- (44) Nuclear Safety
- (45) Operational Readiness Reviews
- (46) Peer Review
- (47) Performance Analysis
- (48) Price Anderson Amendment Act
- (49) Professional Development
- (50) Program Management
- (51) Project Controls Support
- (52) Project Planning Support
- (53) Project Scheduling
- (54) Public Affairs Support
- (55) Quality Assurance Support
- (56) Radiological Controls Program
- (57) Readiness Assessments
- (58) Risk Management
- (59) Safety Analysis Training
- (60) Safety Basis
- (61) Safety Culture Improvement Support
- (62) Safety Evaluation
- (63) Strategic Planning
- (64) Technical Editing/Writing
- (65) Technical Training
- (66) Technical Qualification Program
- (67) Trending and Analysis
- (68) WTP Certification/Verification Planning
- (69) WTP Startup/Commissioning
- (70) WTP Readiness Verification

- (e) All required Technical, Environmental, and Program Management Support services will be separately detailed and issued using written Task Assignments in accordance with the Task Assignment Procedures outlined in Section H.
- (f) The Contractor shall maintain electronic copies of all Task Assignments, Task Plans/Proposals, Contracting Officer Approvals, Work Authorizations, Monthly Task Status Reports, Monthly Task Assignment Tracking Reports, Monthly Accruals Reports, and all related documentation in an ORP shared drive location accessible to the Contracting Officer and other CPM contracting staff as necessary.

C.3 DELIVERABLES

- (a) The Contractor shall provide deliverables in the form of reports, analyses, evaluations recommendations, training, day-to-day support of ORP staff for the successful performance of ongoing ORP contract management, safety oversight, and project integration operations. When applicable, deliverables will be specified in each Task Assignment issued by the Contracting Officer.

- (b) The Contractor shall provide an accurate, complete, and timely contract budget/cost report accompanying each invoice which provides the budget and cost status of each Task Assignment and of the overall contact, in a format approved by the Contracting Officer.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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

- (a) Identifies the Contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

SECTION E

INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>
FAR 52.246-6	INSPECTION – TIME-AND-MATERIAL AND LABOR HOUR (MAY 2001)

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be accomplished by the Contracting Officer or the Contracting Officer's Representative acting within the scope of his/her authority.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The total period of performance for the work specified in Section C, Statement of Work, is three (3) years.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance for this contract is at the U.S. Department of Energy, Office of River Protection and other facilities in Richland, WA, as directed by the Contracting Officer.

F.3 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APRIL 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.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

- (a) **Technical Correspondence.** Technical correspondence (as used herein, excludes technical 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) shall be addressed to the U.S. Department of Energy (DOE) Office of River Protection (ORP) Contracting Officer's Representative (COR), with an information copy addressed to the DOE-ORP Contracting Officer and DOE-ORP Correspondence Control.
- (b) **Other Correspondence.** All other correspondence shall be addressed to the ORP Contracting Officer (CO) with information copies of the correspondence to the COR, DOE-ORP Correspondence Control, and the U.S. Department of Energy, Richland Operations Office (RL) Patent Counsel (when patent or technical data issues are involved).

G.2 CONTRACT ADMINISTRATION

The ORP Administrative Contracting Officer (ACO) is:

U. S. Department of Energy
Office of River Protection, MS H6-60
Margit Larrieu, Contracting Officer
P.O. Box 450
Richland, WA 99352

Telephone: (509) 376-4505
E-mail: margit_larrieu@orp.doe.gov

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

By separate letter, a COR may be designated to this Contract. The COR will represent the CO in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of this Contract. The CO, through properly written modification(s) to the Contract, is the only person authorized to make changes to the work scope.

G.4 BILLING INSTRUCTIONS

- (a) The Contractor shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement. The Contractor shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the

DOE. To obtain access to and use VIPERS, visit <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher. The Contractor shall provide a full and detailed narrative explanation of all travel costs, and shall include all supporting documentation (receipts, etc) for all travel expenses, regardless of the cost of travel.

- (b) The voucher shall provide both the amount of the current invoice and cumulatively for the entire contract separately for labor and for other direct costs. The Contractor shall provide supporting documentation for payment of invoices in a format requested by the Contracting Officer.
- (c) Each invoice shall provide cumulative summary data which demonstrates the extent of compliance with FAR 52.219-14 "Limitations on Subcontracting".

G.5 DELIVERY DESTINATION FOR CORRESPONDENCE AND CONTRACT DELIVERABLES

The following delivery points apply to technical correspondence and deliverables described in Section C, Statement of Work:

- (a) Contracting Officer (CO)
U. S. Department of Energy
Office of River Protection
Contracts and Property Management
MS H6-60
Attn: Margit Larrieu
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352
- (b) DOE-ORP Correspondence Control
U. S. Department of Energy
Office of River Protection
DOE-ORP Correspondence Control
MS H6-60
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352
- (c) Contracting Officer Representative (COR)
U. S. Department of Energy
Office of River Protection
MS H6-60
Attn: TBD
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.2 SECTION 8(a) DIRECT AWARD (FAR 52.219-11)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the US – Department of Energy. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

Boise District Office
380 E. Parkcenter Blvd., Suite 330
Boise, ID 83706
Phone: (208) 334-1673
Fax: (208) 334-9353

SBA Requirement # 1087-14-407582

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees to:
 - (1) Notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control, and
 - (2) Adhere to the requirements of Section I Clause FAR 52.219-14, Limitations on Subcontracting.

H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted with the offer for this Contract are, by reference, hereby incorporated in and made a part of this Contract.

H.4 WITHDRAWAL OF WORK

- (a) ORP reserves the unilateral right to have any of the work contemplated by Section C, Statement of Work performed by another Contractor or ORP employees.
- (b) Work may be withdrawn from the Contractor for any reason deemed to be in the best interests of the Government, including, but not limited to, for the following purposes:
 - (1) In order for ORP to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) To support transition of work.

H.5 HEALTH AND SAFETY REQUIREMENTS

- (a) The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.
- (b) The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- (c) Contractor employees who require access to Hanford Site radiologically controlled areas are required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- (d) The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.
- (e) Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract shall constitute a material breach of Contract.
- (f) To comply with 10 CFR 851 Worker Safety and Health Program, the Contractor will be required to comply with the ORP Federal Employee Occupational Safety and Health (FEOSH) program.

H.6 SAFETY CONSCIOUS WORK ENVIRONMENT

The Contractor shall inform its employees of the importance of raising concerns and how to raise safety concerns through the Contractor's management, through DOE management including the ORP Issues Management System, and through other government processes.

H.7 FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM

The Contractor shall comply with the requirements in ESQ-QSH-IP-12, R0, Federal Employees Occupational Safety and Health Program for support services Contractors as specified in Section J, Attachment J-2.

H.8 IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT

The Contractor shall comply with the requirements of Contractor Requirements Document, Department of Energy (DOE) Order (O) 206.2, Identity, Credential, and Access Management (ICAM) (FEB 2013) as specified in Section J, Attachment J-3.

H.9 SECURITY REQUIREMENTS

- (a) **Citizenship:** Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance ORP authorization.
- (b) **Property Passes:** Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The DOE Richland Operations Office will advise the Contractor of procedures applicable to this Contract.
- (c) **Employee Access:** Contractor employees will require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.
- (d) **Photograph Security Badges**
 - (1) Each Contractor and subcontractor employee must have photograph security badge for access to any area within the Hanford Site. Photograph badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photographs are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
 - (2) Security badges will be valid only for the duration of a specific contract or for the current calendar year, whichever ends first.
 - (3) If a contract performance period extends beyond December 31 of the current year, new security badges must be obtained before that date.
 - (4) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.

- (5) Each Contractor and subcontractor employee is responsible for his or her badge and for returning the badge to the issuing office whenever one of the following occurs, but in any event, before final payment, as follows:
 - i. Contract work is completed;
 - ii. The badge is no longer needed; and
 - iii. The badge becomes void for any reason.
- (6) A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
- (7) Lost security badges shall be reported to the issuing office as soon after the loss as possible.
- (e) Safety and Security Orientation: Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.
- (f) Prohibited Articles: The following items can only be brought onto the Hanford Site under strict controls: (1) Weapons including but not limited to firearms, explosives, or incendiary devices; (2) Nonprescription narcotics or dangerous drugs and/or controlled substances; (3) Alcoholic beverages; and (4) Other items similar in effect or purpose to any of the above.
 - (1) Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.
 - (2) Upon notification that an employee of the Contractor or subcontractors is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
 - (3) Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.10 CONFIDENTIALITY OF INFORMATION (APR 1984)

- (a) 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 agree 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.
- (b) The Contractor shall obtain the written agreement (using the form provided by the Contracting Officer) of each employee permitted access, whereby the employee agrees that he or 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.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this task order, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of 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.
- (d) 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) This clause shall flow down to any subcontractors or consultants.

H.11 ENVIRONMENTAL LAWS

The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. section 6901, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., Clean Water Act, 33 U.S.C. section 1251, et seq., Emergency Planning and Community Right-to-Know Act (EPCRA), 42 USC section 11001, et seq., Safe Drinking Water Act (SDWA), 42 USC section 300f, et seq., National Environmental Policy Act (NEPA), 42 USC sections 4321, et seq., National Historic Preservation Act (NHPA), , 16 USC section 470, as amended, Endangered Species Act (ESA), 16 USC section 1531, et seq., Toxic Substances Control Act (TSCA), 15 USC section 2601, et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 USC section 136, et seq., State and local equivalents, and their implementing rules and regulations.

H.12 REQUIRED INSURANCE

- (a) The Contractor shall procure at its expense and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
- (1) Comprehensive General Liability: \$500,000.00;

- (2) Automobile Liability: \$200,000.00 per person, \$500,000.00 per occurrence of bodily injury, and \$50,000.00 for property damage;
 - (3) Worker's Compensation: as required by Federal and State workers' compensation and occupational disease statutes; and
 - (4) Other insurance as required by State Law.
- (b) Before commencement of work, the Contractor shall furnish to the Contracting Officer a certified copy of the certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than thirty (30) days after written notice to the Contracting Officer.
- (c) The Contractor shall include the requirements of this clause in all contracts with subcontractors.
- (d) Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property as a result of its operation. The Contractor shall indemnify and hold harmless the Government from any and all liability associated with its operation.

H.13 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government's responsibility for loss or damage to the property of the Contractor shall be determined solely under the provisions of the Federal Tort Claims Act, 28 U.S.C. section 2671, et seq., and relevant judicial decisions there under.

H.14 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

The Government will provide office space and/or cubicles in the vicinity of the Waste Treatment and Immobilization Plant construction site at the DOE Hanford site. The office space provided will be equipped with computer services, telephone services, janitorial services, office supplies, and office equipment to include computers, telephones, and reproduction room equipment. The Contractor shall supply supplies unique to the company's operation, such as time clock, time cards, leave requests, etc., or whatever method is used to track and substantiate the number of hours worked on the contract. The Contractor is responsible for obtaining HLAN support and Voice over Internet Phones services which shall be invoiced directly to the contract as an Other Direct Cost along with documentation listing the name of the employee having access to these services and the office location.

H.15 TASK ASSIGNMENT PROCEDURES

- (a) All work under this contract will be managed with written Task Assignments (See Attachment J-1) to be issued by the Contracting Officer as requirements materialize.
- (b) Upon receipt of a Task Assignment from the Contracting Officer, the Contractor shall develop and submit to the Contracting Officer a Task Plan/Proposal outlining the task details, deliverables, staff resource(s), period of performance, applicable contract labor category, DPLH

required to perform the work, and the total not-to-exceed dollar amount of the task. The Task Plan will be reviewed by the ORP technical monitor to ensure the Task Plan will accomplish the intent of the Task Assignment and that the proposed skills mix and/or contract labor category is appropriate for the work. The ORP technical monitor will also determine whether the proposed staff resource should be qualified to perform assessments of Contractor and/or ORP activities in accordance with ORP procedures. The Contracting officer will verify the labor categories match the proposed labor categories, ensures the labor rates match the fully burdened maximum ceiling labor rates, ensures funding program official concurrence is received, ensures all Task Assignments are within the contract ceiling, and ensure sufficient funds are obligated to the contract. (see Attachment J-4)

- (c) To avoid any conflicts of interest, Contractor employees shall not develop Task Assignments or revisions thereto
- (d) Task Assignments may only be revised in writing by the Contracting Officer. All Task Assignment revisions shall provide a cumulative recap of all previous revision actions.
- (e) The Contractor shall only commence performance of a Task Assignment and any revisions thereto after receiving written approval from the Contracting Officer.

H.16 PROHIBITION OF PERSONAL SERVICES

In accordance with FAR 37.104, the Contractor shall have policies and procedures to ensure their employees guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, the Contractor shall immediately notify the Contracting Officer in writing explaining the circumstances including Contractor corrective actions taken.

H.17 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The Contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities.

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to Contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or Contractor through the conference.

H.18 CONTRACTOR TRAINING

- (a) The Contractor shall be responsible for all Contractor employee access badge requirements including ensuring Contractor employee completion of Hanford General Education Training

(HGET). The government will bear the cost of HGET training required by the Contractor to attend HGET and/or to acquire a Hanford site access badge.

- (b) The Contractor shall provide qualified trained employees with demonstrated skills to perform the work including a working knowledge of commercially available word processing, spreadsheet, slide presentation, e-mail/calendar, and related office software applications. DOE will not be responsible for providing this training, and will not reimburse the Contractor for such commercially available non-DOE site specific training.
- (c) DOE will reimburse the Contractor for any other required DOE site-specific training only if the training is approved in advance by the Contracting Officer.

H.19 CONTRACTOR IDENTIFICATION

- (a) The Contractor shall ensure all Contractor employee e-mail messages including out-of-office messages include a signature block to clearly indicate their identity as Contractor support service staff as shown in the example below.

John Smith
XYZ Corp., Contractor to the
U.S. DOE Office of River Protection
Richland, WA 99354

- (b) The Contractor shall ensure all Contractor employee phone greetings (including recorded voicemail greetings) clearly indicate identity as Contractor support service staff.
- (c) The Contractor shall ensure all Contractor employee offices have signage that clearly indicates identity as Contractor support service staff.

H.20 OFFICE SPACE

The Government will provide office space and cubicles at: 2440 Stevens Center Place, Richland WA, 2435 Stevens Center Place, Richland WA, and other nearby buildings. The office space will be equipped with computer(s) and phone(s) at the Government's expense; however, the Contractor is responsible for obtaining HLAN support which shall be invoiced directly to the contract as an Other Direct Cost along with documentation listing the name of the employee having HLAN access and the office location.

H.21 ADMINISTRATIVE LEAVE

The President, Secretary of Energy, or ORP Manager occasionally grants administrative leave to federal employees for various reasons including, but not limited to, early release prior to a Federal Holiday, early release due to inclement weather, a delay in reporting to work due to inclement weather or emergency, cancellation of work due to inclement weather or emergency, etc. When administrative leave is granted to federal employees for any reason, the Contractor may grant its employees time off only on a non-reimbursable basis, workload permitting. Accordingly, when federal employees are granted administrative leave for any reason and the Contractor also grants its employees administrative time off, the Contractor shall not request reimbursement from DOE nor submit invoices to DOE for unworked labor hours.

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-17	APR 2014	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	JUL 2013	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS

52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.215-2	OCT 2010	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COSTS OR PRICING DATA
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (TO BE RETAINED/REMOVED BASED ON OFFEROR PROPOSAL)
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS – ALTERNATE III (1997) [<i>Fill-in: MS Excel 2013 or equivalent submitted by e-mail or CD</i>]
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
52.219-8	MAY 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	MAR 2007	EQUAL OPPORTUNITY

52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36 DISABILITIES	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	DEC 2007	PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-32	APR 2012	PERFORMANCE-BASED PAYMENTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION

52.233-1	JUL 2002	DISPUTES - ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD- ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.249-2	APR 2012	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 DEAR 952.202-1 DEFINITIONS

- (a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):
- (b) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985; 62 FR 2310, Jan. 16, 1997; 67 FR 14871 Mar. 28, 2002; 76 FR 7693, Feb. 11, 2011]

I.3 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.4 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

I.5 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
 - (2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless—
 - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and
 - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.6 DEAR 952.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2009)

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this

contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

- (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two (2) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

- (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
 - (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
 - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the

interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.7 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

**SECTION J
LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE OF DOCUMENT</u>
J-1	TASK ASSIGNMENT FORM
J-2	FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM (TRS-QSH-IP-12 R1), 04/07/2014
J-3	US DEPARTMENT OF ENERGY DOE ORDER 206.2; SUBJECT: IDENTITY, CREDENTIAL AND ACCESS MANAGEMENT (ICAM)
J-4	CONTRACTOR LABOR CATEGORY SKILL QUALIFICATION

Section J – Attachment J-1

TASK ASSIGNMENT FORM

Instructions: To obtain General Support Services Contractor (GSSC) support, the U.S. Department of Energy, Office of River Protection (ORP) technical monitor (service requestor) must provide the information below to the contracting officer and the program funding official. **To ensure there are no conflicts of interest, the technical monitor shall not have contractor employees complete this Form.** If the task involves performance assessments of other contractor or ORP activities (see TRS-OA-DI-02, *Assessor and QA Auditor Qualification Program*), the technical monitor shall ensure the selected resource(s) is qualified prior to the start of work. All activities performed under this task assignment shall comply with ORP's Quality Assurance Program Description (see MGT-PM-PL-04, *Quality Assurance Program Description*) and implementing procedures.

1. ORP Requesting Office:
2. ORP Technical Monitor:
3. Funding Source(s):
4. Task Title:
5. Task Description:
6. Quality Assurance Requirements: (Does TRS-OA-DI-02 Apply? Yes/No)
7. Will GSSC perform activities under the Integrated Assessment Process? (Does TRS-OA-IP-01 apply? Yes/No)
8. Period of Performance:
9. Estimated Quantity of Labor Hours:
10. Estimated Travel Cost:
11. Deliverable(s) and Deliverable(s) Due Dates:
12. Education and Experience Requirement(s):
13. Can the task be performed in-house by a Federal employee, or a current GSSC?
14. Describe impact to ORP mission/operations if GSSC is not authorized:

GSSC Review Board Chairperson (for PD-Funded Tasks)

Date

ATTACHMENT J-2

FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM

(See Separate Document)

ATTACHMENT J-3

DEPARTMENT OF ENERGY ORDER 206.2 (2-19-2013)

(See Separate Document)

ATTACHMENT J-4

CONTRACTOR LABOR CATEGORY SKILL QUALIFICATIONS

North Wind Solutions Labor Category Descriptions

October 2014

The following labor category descriptions define the minimum qualifications for personnel of the North Wind Solutions Team for the ORP Support Services Contract. Registration and/or certification in particular professional programs or societies will be considered for equivalency to a bachelor's or master's degree and may also be substituted for years of experience. A master's degree in a relevant field of study will be considered equal to two years of experience, while a doctorate in a relevant field of study will be considered equal to five years of experience.

EXECUTIVE MANAGEMENT/CONSULTANT CATEGORIES

Executive Consultant III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable experience as a senior executive or consultant interfacing and working with organizational executives and senior management, or senior technical or business individuals, in government or industry on strategic, management, technical, or business issues. Professional career that demonstrates a steady progression of promotions and positions assuming greater responsibility.

Duties – Directs, consults, and assists on organizational strategy, planning, management, implementation, or problem solving related to major projects, programs, technical issues, or organizational directions. Involved with organizational or technical issues of major and strategic significance. Efforts are targeted at assisting the executive or senior management levels of an organization. Maintains professional relationships at executive and senior levels in the client organization. Understands, communicates, and demonstrates relevant industry or government best practices from personal experience.

Executive Consultant II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable experience as a senior executive or consultant interfacing and working with organizational executives and senior management, or senior technical or business individuals, in government or industry on strategic, management, technical, or business issues. Professional record of advancement and promotion into higher levels of responsibility.

Duties – Consults, leads, and assists on organizational strategy, planning, management, and problem solving related to major projects, programs or technical issues. Involved with organizational or technical issues of major and strategic significance. Efforts are targeted at assisting the executive or senior management levels of an organization. Maintains relationships at executive and senior levels in the client organization. Understands, communicates, and demonstrates relevant industry or government best practices from personal experience.

Executive Consultant I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Five (5) years of directly applicable experience as a senior executive or consultant interfacing and working with organizational executives and senior management, or senior technical or business individuals, in government or industry on strategic, management, technical, or business issues. Demonstrates career record of advancement and promotion into higher levels of responsibility.

Duties – Consults and assists on organizational strategy, planning, management, and problem solving related to major projects, programs, or technical issues. Involved with organizational or technical issues of major and strategic significance. Efforts are targeted at assisting the executive or senior management levels of an organization. Maintains relationships at executive and senior levels in the client organization. Understands, communicates, and demonstrates relevant industry or government best practices from personal experience.

Management Consultant III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable successful experience as a management consultant or senior manager interfacing and working with organizational executives and senior management, or senior technical or business individuals, within government or industry on significant management, technical, or business issues.

Duties – Directs, consults, and assists management on organizational strategy, planning, management, and problem solving issues related to major projects, programs, or technical issues. Works at a senior management level to improve major projects and programs. Consults on significant organizational or technical problems. Offers successful experience in management and technical consulting roles and proven skills in developing plans that yield positive improvements.

Management Consultant II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable successful experience as a management consultant interfacing and working with organizational executives and senior management, or senior technical or business individuals, in government or industry on significant management, technical, or business issues.

Duties – Consults and assists management on organizational strategy, planning, management, and problem solving related to major projects, programs, or technical issues. Works at a senior management level to improve major projects and programs. Consults on organizational strategy and problem solving. Offers successful experience in management and technical consulting roles and proven skills in developing plans that yield positive improvements.

Management Consultant I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Five (5) years of directly applicable successful experience as a management consultant performing complex projects, including working with senior management to establish and assist in achieving strategic, management, technical, or business objectives for significant projects or programs.

Duties – Consults and assists management on organizational strategy, planning, management, and problem solving related to major projects, programs, or technical issues. Works at a senior level to improve major projects and programs. Consults on organizational strategy and problem solving. Offers successful experience in management consulting roles and proven skills in developing plans that yield positive improvements.

Consultant III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable successful experience consulting or contributing on complex projects, including providing strategic, management, technical, or business assistance to significant projects or programs in a senior capacity and/or as a consultant.

Duties – Provides extensive specialized knowledge to major projects, programs, or tasks. Works at a senior level to improve significant major projects and programs. Consults on major organizational, technical, or financial issues and assists in problem solving. Offers successful experience in technical or management consulting roles and proven skills in developing plans that yield positive organizational improvements.

Consultant II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable successful experience consulting or contributing on complex projects, including providing strategic, management, technical, or business assistance to significant projects or programs in a senior capacity and/or as a consultant.

Duties – Provides specialized knowledge to major projects or programs. Works at a senior level to improve major projects and programs. Consults on organizational, technical, or financial issues and assists in problem solving. Offers successful experience in technical or management consulting roles and proven skills in developing plans that yield positive organizational improvements.

Consultant I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Five (5) years of directly applicable successful experience consulting or contributing on complex projects, including providing strategic, management, technical, or business assistance to significant projects or programs in a senior capacity and/or as a consultant.

Duties – Provides specialized knowledge to projects or programs and works to improve them. Works to improve major projects and programs. Consults on organizational, financial, or technical problems and assists in problem solving. Offers successful experience in consulting role and proven skills in developing plans that yield positive organizational improvements.

Program Manager III

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in program management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable experience related, but not limited to, managing significant government or private sector programs, multiple projects, contracts, funds, or resources.

Duties – Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management of programs or multiple projects. Supervises and directs staff on a daily basis. Duties include contract management, relevant program management, and customer interface.

Program Manager II

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in program management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable experience related, but not limited to, managing government or private sector programs, multiple projects, contracts, funds, or resources.

Duties – Evaluates existing procedures, processes, techniques, models, and/or systems related to management of programs or multiple projects. Supervises and directs staff on a daily basis. Duties include contract management, relevant program management, and customer interface.

Program Manager I

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in program management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Five (5) years of directly applicable experience related, but not limited to, experience in managing government or private sector programs, multiple projects, contracts, funds, or resources.

Duties – Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management of programs or multiple projects. Supervises and directs staff on a daily basis. Duties include contract management, program management, and customer interface.

Project Manager III

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in project management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable experience in directing and managing a variety of projects.

Duties – Manages a complex project or projects, including enforcing work standards, providing quality assurance and configuration management, reviewing work quality, assigning schedules, and communicating goals, objectives, and policies to subordinates. Oversees financial management and administrative activities, such as budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Participates in project development life cycle phases from inception to deployment, with an ability to provide guidance and direction in these tasks areas is required.

Project Manager II

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in project management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable experience in directing and managing projects.

Duties – Manages a significant project or project, including enforcing work standards, providing quality assurance and configuration management, reviewing work quality, assigning schedules, and communicating goals, objectives, and policies to subordinates. Oversees financial management and administrative activities, such as budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Participates in project development life cycle phases from inception to deployment, with an ability to provide guidance and direction in tasks areas as required.

Project Manager I

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in program management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Five (5) years of directly applicable experience in directing and managing projects.

Duties – Participates in the planning and management of major projects, develops milestones and schedules, and manages activities to meet cost and schedule milestones. Participates in project development and execution, with an ability to provide guidance and direction in task areas as required. Supervises and directs staff on a daily basis.

MANAGEMENT / MULTI-DISCIPLINARY / FUNCTIONAL SUPPORT PERSONNEL

Technical Specialist III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable experience in providing technical or business support to management on projects.

Duties – Provides specialized expertise to conduct investigations and studies. Presents recommendations and solutions related to short-and long-range project issues. Conducts daily tasks required to perform ongoing support to management with minimal supervision. Interfaces with management personnel, technical staff, and customer representatives. Develops and enforces work standards, defines schedules, and reviews work quality. Provides technical leadership and expertise. Conducts large task orders, ensuring conformance to task specifications and contract provisions. Classifies and summarizes data for preparation and submission of reports.

Technical Specialist II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Ten (10) years of directly applicable experience in providing technical or business support to management on projects.

Duties – Provides expertise to conduct investigations and studies. Presents recommendations and solutions to project issues. Conducts daily tasks required to perform ongoing support to management using specialized knowledge. Interfaces with management personnel, technical staff, and customer representatives. Assists with developing and enforcing work standards, defining schedules, and reviewing work quality. Conducts single large task orders or multiple small task orders with minimal supervision, ensuring conformance to task specifications and contract provisions. Classifies and summarizes data for preparation and submission of reports.

Technical Specialist I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in providing technical or business support to management on projects.

Duties – Provides expertise to conduct investigations and studies. Presents recommendations and solutions to project issues. Conducts one or more task orders required to perform ongoing support to management. Interfaces with the customer for a task area and conducts the overall task with minimal supervision.

Analyst III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Fourteen (14) years of directly applicable experience in applying relevant theories, principles, and practices to tasks, problems, and issues.

Duties – Conducts significant investigations, studies, and analyses with minimal supervision. Analyzes a variety of issues and presents recommendations and solutions to management. Establishes good business practices and ensures compliance with policies and procedures. Develops and submits reports.

Analyst II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Ten (10) years of directly applicable experience in applying relevant theories, principles, and practices to tasks.

Duties – Conducts investigations, studies, and analyses with minimal supervision. Assists in developing recommendations and solutions to management. Assists in establishing good business practices and ensuring compliance with policies and procedures. Assists with preparation and submission of reports.

Analyst I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in applying relevant theories, principles, and practices to tasks.

Duties – Assists with conducting investigations, studies, and analyses. Assists in developing recommendations and solutions to management. Assists in establishing good business practices and ensuring compliance with policies and procedures. Assists with preparation and submission of reports.

ENGINEERING / SCIENTIFIC / TECHNICAL PERSONNEL

Engineer III

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Fourteen (14) years of directly applicable experience in an engineering, scientific, or technical field. Relevant experience includes, but is not limited to, extensive knowledge of relevant technology and techniques, experience in solving complex technical problems, and team leader responsibilities.

Duties – Analyzes and resolves complex technical or scientific problems to support management. Defines functional requirements and prepares reports, as necessary. Develops and communicates solutions. Provides supervision and leadership as required.

Engineer II

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience. MS/MA or PhD degree in a relevant field is considered to be 2 and 5 years of experience, respectively.

Experience – Ten (10) years of directly applicable experience in an engineering, scientific, or technical field. Relevant experience includes, but is not limited to, substantial knowledge of relevant technology and techniques, experience in solving complex technical problems, and team leader responsibilities.

Duties – Analyzes and resolves complex technical or scientific problems to support management. Defines functional requirements and prepares reports, as necessary. Develops and communicates solutions. Provides supervision and leadership as required.

Engineer I

Education – BS/BA degree in engineering, science, or management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in an engineering, scientific, or technical field. Relevant experience includes, but is not limited to, knowledge of relevant technology and techniques, experience in gathering data to assist in solving complex technical problems, and team leader responsibilities.

Duties – Assists in analyzing and resolving complex technical or scientific problems to support management. Assists in defining functional requirements and preparing reports, as necessary. Assists in developing and communicating solutions. Provides supervision as required.

Quality Specialist III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Fourteen (14) years of directly applicable experience in providing quality assurance program support to management on projects.

Duties – Conducts daily quality program tasks required to perform ongoing support to management. Interfaces with technical and management personnel, contract managers, and customer representatives. Develops and enforces work standards, defines schedules, and reviews work quality. Provides leadership for the quality program. Conducts multiple large task orders, ensuring conformance to task specifications and contract provisions. Provides expertise to conduct investigations and studies, and presents recommendations and solutions. Classifies and summarizes data for preparation and submission of reports.

Quality Specialist II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Ten (10) years of directly applicable experience in providing quality assurance program support to management on projects.

Duties – Conducts daily quality program tasks required to perform ongoing support to management. Interfaces with technical and management personnel, contract managers, and customer representatives. Assists with developing and enforcing work standards, defining schedules, and reviewing work quality. Conducts task orders or multiple small task orders, ensuring conformance to task specifications and contract provisions. Contributes expertise to investigations and presents recommendations and solutions. Participates in classifying and summarizing data for preparation and submission of reports.

Quality Specialist I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in providing quality assurance program support to management on projects.

Duties – Conducts one or more task orders regarding the quality program required to perform ongoing support to management. Interfaces with technical and customer personnel and conducts tasks. Participates in classifying and summarizing data for preparation and submission of reports. Assists project team as requested.

Safety Specialist III

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Fourteen (14) years of directly applicable experience in providing health and safety program support to management on projects.

Duties – Conducts daily health and safety-related tasks required to perform ongoing support to management. Interfaces with technical and management personnel, contract managers, and customer representatives. Develops and enforces work safety standards, defines schedules, and reviews work quality. Provides leadership for health and safety program. Conducts multiple large task orders, ensuring conformance to task specifications and contract provisions. Provides expertise to conduct health and safety investigations and studies, and presents recommendations and solutions related to short-and long-range program planning requirements. Classifies and summarizes data for preparation and submission of reports.

Safety Specialist II

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Ten (10) years of directly applicable experience in providing health and safety program support to management on projects.

Duties – Conducts daily health and safety-related tasks are required to perform ongoing support to management. Interfaces with technical and management personnel, contract managers, and customer representatives. Assists with developing and enforcing work safety standards, defining schedules, and reviewing work quality. Conducts large task orders or multiple small task orders, ensuring conformance to task specifications and contract provisions. Contributes expertise to health and safety investigations and studies, and presents recommendations and solutions. Participates in classifying and summarizing data for preparation and submission of reports.

Safety Specialist I

Education – BS/BA degree in engineering, science, or business management, or alternatively, an accredited high school certificate plus 8 years of specialized experience in engineering, science, or business management, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in providing health and safety program support to management on projects.

Duties – Conducts one or more small task orders required to perform ongoing safety program support to management. Interfaces with technical and customer personnel for a task area and conducts the overall task with minimal supervision. Assists project teams as requested.

Designer III

Education – BS/BA degree in some technical or management field, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience.

Experience – Fourteen (14) years of directly applicable experience in a relevant engineering, scientific, or technical field. Relevant experience includes, but is not limited to sound knowledge of engineering design and technical approaches; computer aided drafting techniques, as well as good verbal and written communication skills.

Duties – Performs activities with minimal oversight and supervision to meet established requirements and standards. Provides expertise to investigations and studies, and presents recommendations and solutions to program requirements. Identifies, communicates, and resolves any errors or omissions.

Designer II

Education – BS/BA degree in some technical or management field, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience.

Experience – Ten (10) years of directly applicable experience in a relevant engineering, scientific, or technical field. Relevant experience includes, but is not limited to sound knowledge of engineering design and technical approaches; computer aided drafting techniques, as well as good verbal and written communication skills.

Duties – Performs activities with minimal oversight and supervision to meet established requirements. Assists with investigations and studies, and presents recommendations and solutions to program requirements. Assists in identifying and resolving any errors or omissions.

Designer I

Education – BS/BA degree in some technical or management field, or alternatively, an accredited high school certificate plus 8 years of specialized experience in a technical field, in addition to the requisite experience.

Experience – Five (5) years of directly applicable experience in a relevant engineering, scientific, or technical field. Relevant experience includes, but is not limited to sound knowledge of engineering design and technical approaches; computer aided drafting techniques, as well as good verbal and written communication skills.

Duties – Assists in meeting established standards and requirements. Assists with investigations and studies, and presents recommendations and solutions to program requirements. Assists in identifying and resolving any errors or omissions.

Technical Editor

Education – BS/BA degree in English, humanities, or science, or alternatively, an accredited high school certificate plus 8 years of specialized experience doing technical editing, word processing, writing, or document production.

Experience – Five (5) years of directly applicable experience in an engineering, scientific, or technical field performing functions of a technical editor, including editing, word processing, organizing, document production, and formatting to meet client requirements

Duties – Reviews documents for consistency, clarity, and uniformity, verifying consistent and appropriate use of references, acronyms, and abbreviations. Corrects grammar and word usage, and proofreads a wide variety of documents with minimal supervision.

Technical Editor - Associate

Education – AA degree in English, humanities, or science, or alternatively, an accredited high school certificate plus 8 years of specialized experience doing technical editing, word processing, writing, or document production.

Experience – Two (2) years of directly applicable experience in an engineering, scientific, or technical field assisting with technical editing, word processing, document organizing and production, and formatting to meet client requirements

Duties – Assists in reviewing documents for consistency, clarity, and uniformity, verifying consistent and appropriate use of references, acronyms, and abbreviations. Assists in correcting grammar and word usage, and proofreads with supervision.

ADMINISTRATIVE SUPPORT PERSONNEL

Administrative Specialist III

Education – AA degree in some business or financial field, or alternatively, an accredited high school certificate plus 8 years of specialized experience in an administrative field, in addition to the requisite experience.

Experience – Fourteen (14) years of directly applicable experience in an on office or business environment maintaining relevant records and other files, preparing and editing a variety of documents, assisting in the preparation of presentation graphics, scheduling meetings, and arranging and coordinating travel.

Duties – Supports development of contract business documents and deliverables. Produces financial forecasts and other financial reports. Assists with contract management and preparation and submission of contract reports as required. Utilizes extensive knowledge of company and customer policies and procedures.

Administrative Specialist II

Education – High school diploma or equivalent.

Experience – Ten (10) years of directly applicable experience in an on office or business environment maintaining relevant records and other files, preparing and editing a variety of documents, assisting in the preparation of presentation graphics, scheduling meetings, and arranging and coordinating travel.

Duties – Assists with preparation of contract business documents and deliverables, including financial forecasts and other financial reporting. Assists with contract management and preparation and submission of contract reports as required. Assists with investigations and with preparation and submission of contract reports as required.

Administrative Specialist I

Education – High school diploma or equivalent.

Experience – Five (5) years of direct or related experience in an on office or business environment maintaining relevant records and other files.

Duties – Prepares and edits routine correspondence. Assists in the development of a variety of contract deliverables and reports. Assists with scheduling of travel. Develops and applies knowledge of company and customer policies and procedures.

Administrative Support

Education – High school diploma or equivalent.

Experience – One (1) year of direct or related experience in a clerk or assistant type position.

Duties – Provides administrative support to management and staff.

Clerk/Typist/Data Entry

Education – High school diploma or equivalent.

Experience – One (1) year of direct or related experience in a clerk or assistant type position.

Duties – Provides typing and data entry support to management and staff.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 01/23/2015	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDOWAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 965502193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	10B. DATED (SEE ITEM 13) 12/19/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$4,946,302.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

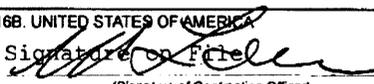
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

IGF::OT::IGF

The purpose of this modification is to obligate incremental funding in the amount of \$4,946,302.00. As a result of this modification the total incremental funded amount is changed from \$0.00 to \$4,946,302.00. The total contract value for this award is \$20,000,000.00. The supporting requisition numbers are 15EM000561, 15EM000565 and 15EM000695. There are no other changes.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature of  (Signature of Contracting Officer)	16C. DATE SIGNED 01/23/2015

NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				

The purpose of this modification is to obligate funds to the contract.

1. The total amount of funds obligated to this contract is increased by \$4,946,302.00 from \$0.00 to \$4,946,302.00. The contractor shall not incur any costs in excess of the total dollar amount obligated to this contract.
2. A summary recap of the contract obligated amount and contract value is provided in the table below.

Mod Register DE-EM0003399

		CLIN 0001									
		WTP Funds					TF	PD	Net View On		
Date	Description	Obligation	WTP LAW 15	WTP LAB 15	WTP BOF 15	WTP HLW 15	WTP PT 15	TF 15	PD 15	Obligation	Funds
Mod	12/15/2014 Base	\$ 20,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000.00	\$ -
1			\$ 1,746,394.00	\$ 282,958.00	\$ 637,223.00	\$ 980,217.00	\$ 675,951.00	\$ 295,558.00	\$ 315,000.00	\$ 20,000,000.00	\$ 4,946,302.00

All other terms and conditions remain unchanged.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0002

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/01/2015 to 01/31/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 03/09/2015	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 965502193			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	
			10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$748,000.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate incremental funding in the amount of \$748,000.00. As a result of this modification the total incremental funded amount is changed from \$5,346,302.00 to \$6,094,302.00. The total contract value for this award is \$20,000,000.00. The supporting requisition numbers are 15EM001088 15EM000940. There are no other changes. Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 03/10/2015	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0003

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 03/17/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM000936	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 965502193 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	
			10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$300,000.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return <u>0</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate incremental funding in the amount of \$300,000.00. As a result of this modification the total incremental funded amount is changed from \$6,094,302.00 TO \$6,394,302.00. The total contract value for this award is \$20,000,000.00. The supporting requisition number is 15EM000936. There are no other changes. Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 03/20/2015	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0004

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/01/2015 to 01/31/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
0005	04/14/2015	15EM001397		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	00603			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		
		DE-EM0003399		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	12/19/2014		
965502193				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$6,790.00	
See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
X	FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The purpose of this modification is to obligate incremental funding in the amount of \$6,790.00. The additional funds are being allocated to support Richland Office Program Direction. As a result of this modification the total incremental funded amount is changed from \$6,394,302.00 to \$6,401,092.00. The total contract value for this award is \$20,000,000.00. The supporting requisition number is 15EM001397. There are no other changes. Delivery: 11/16/2017 Delivery Location Code: 00603 Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Margit Larrieu		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____		Signature on File	04/16/2015	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0005

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Richland WA 99352 US</p> <p>Mark For: Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0006

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 450 Richland WA 99352 US</p> <p>Mark For: Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 05/27/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM001757	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 965502193 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	
			10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$140,000.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>0</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate incremental funding in the amount of \$140,000.00. The additional funds are being allocated to increase the Program Direction funds allocated on the contract. As a result of this modification the total incremental funded amount is changed from \$6,801,092.00 to \$6,941,092.00. The total contract value for this award is \$20,000,000.00. The supporting requisition number is 15EM001757. There are no other changes. Delivery: 11/16/2017 Delivery Location Code: 00603 Office of River Protection U.S. Department of Energy Office of River Protection Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 05/27/2015	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0007

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NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	P.O. Box 450 Richland WA 99352 US Mark For: Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352 FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 06/17/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM001928	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 965502193			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	
			10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$6,020.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incremental funding (\$6,020.00) in support of TA 302 Technical Editing Support for RL. The total amount of funds obligated to this contract is increased by \$6,020.00, from \$6,941,092.00 to \$6,947,112.00. FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Gallegos		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 06/17/2015	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 06/29/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM002005	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDOWAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 965502193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	10B. DATED (SEE ITEM 13) 12/19/2014	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$7,525.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Incremental funding (\$7,525.00) in support of TA 302 Technical Editing Support for RL. The total amount of funds obligated to this contract is increased by \$7525.00, from \$6,947,112.00 TO \$6,954,637.00.
FOB: Destination
Period of Performance: 02/01/2015 to 01/31/2018

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Gallegos	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 06/29/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 1

2. AMENDMENT/MODIFICATION NO. 0010
3. EFFECTIVE DATE 07/16/2015
4. REQUISITION/PURCHASE REQ. NO. 15EM002169
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00603
Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code)
NORTH WIND SOLUTIONS
Attn: JADE SIDDOWNAY
1425 HIGHAM STREET
IDAHO FALLS ID 834021513
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-EM0003399
10B. DATED (SEE ITEM 13)
12/19/2014
CODE 965502193 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$12,504.00

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Incremental funding (\$12,504.00) in support of TA 301 Safety Workplace Improvement for RL.
The total amount of funds obligated to this contract is increased by \$12,504.00, from \$6,954,637.00 to \$6,967,141.00.
FOB: Destination
Period of Performance: 02/01/2015 to 01/31/2018

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

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Margit Larrieu
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)
16C. DATE SIGNED
07/20/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 1

2. AMENDMENT/MODIFICATION NO. 0011
3. EFFECTIVE DATE 07/21/2015
4. REQUISITION/PURCHASE REQ. NO. See Schedule
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00603
Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code)
NORTH WIND SOLUTIONS
Attn: JADE SIDDOWNAY
1425 HIGHAM STREET
IDAHO FALLS ID 834021513
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399
10B. DATED (SEE ITEM 13) 12/19/2014
CODE 965502193 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,157,781.00

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Incremental funding is added in support of the Waste Treatment Plant Task Assignments RL. The total amount of funds obligated to this contract is increased by \$1,157,781.00, from \$6,967,141.00 to \$8,124,922.00.
FOB: Destination
Period of Performance: 02/01/2015 to 01/31/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE 08/25/2015	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 965502193 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	
			10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$138,180.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incremental funding is added in support of the Tank Farms Tasks. The total amount of funds obligated to this contract is increased by \$138,180, from \$8,124,922.00 to \$8,263,102. FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Margit Larrieu		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 08/26/2015	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. 0013		3. EFFECTIVE DATE 09/08/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM002793	5. PROJECT NO. (If applicable) 1 1	
6. ISSUED BY CODE Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352		00603	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x)	9A. AMENDMENT OF SOLICITATION NO.		
CODE 965502193 FACILITY CODE			9B. DATED (SEE ITEM 11)		
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399		
			10B. DATED (SEE ITEM 13) 12/19/2014		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$160,000.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incremental funding is added in support of the Program Direction Tasks. The total amount of funds obligated to this contract is increased by \$160,000 from \$8,263,102 to \$8,423,102.00. FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Margit Larriue		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			Signature on File		09/08/2015
			_____ (Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 09/28/2015		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 965502193 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399		10B. DATED (SEE ITEM 13) 12/19/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$2,687,420.52	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (April 1984)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incremental funding is added in support of Program Direction and WTP tasks. The total amount of funds obligated to this contract is increased by \$2,687,420.52 from \$8,423,102.00 to \$11,110,522.52.					
This modification also incorporates the DOE Clause "Quality Assurance (QA) for work Affecting Nuclear Safety" into section H of the contract. Northwind has complied with the clause with an approved QA Safety Plan NQA-1 (2012). that is fully compliant with CFR 830 and DOE O 414.1D.					
The Contracting Officer and Invoice Approving Officer is replaced with Jaren Glover.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Jaren B. Glover		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			Signature on File		09/30/2015
				_____ (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0014

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 02/01/2015 to 01/31/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0015	3. EFFECTIVE DATE 10/08/2015	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS ID 834021513		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 965502193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003399	10B. DATED (SEE ITEM 13) 12/19/2014	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$412,500.00
See Schedule

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-3 "Changes"
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
FAR Clause 52.204-14 "Service Contract Reporting Requirement" (Jan 2014) is Incorporated into Section I. by reference.

Incremental funding is added in support of Program Direction and TF tasks. The total amount of funds obligated to this contract is increased by \$412,500.00 from \$11,110,522.52 to \$11,523,022.52.

FOB: Destination
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jaren B. Glover	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/08/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399/0015

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2 2

NAME OF OFFEROR OR CONTRACTOR
NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/01/2015 to 01/31/2018				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 46	
2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0003399				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352		CODE 00603		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) NORTH WIND SOLUTIONS Attn: JADE SIDDOWNAY 1425 HIGHAM STREET IDAHO FALLS, ID 834021513				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT NET 30			
CODE 965502193		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE 00524	
				OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
		Continued					
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	22-32
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3-6	X	J	LIST OF ATTACHMENTS	33-36
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	37
X	F	DELIVERIES OR PERFORMANCE	9-10	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	44-45
X	G	CONTRACT ADMINISTRATION DATA	11-12	X	M	EVALUATION FACTORS FOR AWARD	46
X	H	SPECIAL CONTRACT REQUIREMENTS	13-21				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Margit Larrieu			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of the Contracting Officer)			

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003399

PAGE 2 OF 46

NAME OF OFFEROR OR CONTRACTOR

NORTH WIND SOLUTIONS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	IGF::OT::IGF For Technical, Environmental, and Program Management Support Services- SBA Reference #1087-14-407582 FOB: Destination Period of Performance: 11/17/2014 to 11/16/2017				

Contract No. DE-EM0003399

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT-SERVICES BEING ACQUIRED

This is a Time-and-Materials contract for technical, environmental and program management services support for the U.S. Department of Energy (DOE), Office of River Protection (ORP) (The Government). The offeror (Contractor) shall provide the personnel, materials, supplies, services (except as maybe expressly set forth in this Contract as furnished by the Government) and do all things necessary and incident to providing the services in Section C Statement of Work.

B.2 CEILING PRICE

(a) The ceiling price for this Contract is as follows:

Description	Ceiling Price*
Base Period – 3 years	\$0

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the cumulative amount identified in this column is the total amount presently available for payment. The Contractor shall not incur any costs in excess of the amount obligated to this contract.

B.3 DIRECT PRODUCTIVE LABOR HOURS AND FIXED LABOR RATES

(a) Direct Productive Labor Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. The maximum required DPLH will be specified in Task Assignments in accordance with the Task Assignment Procedures in Section H. The Contractor shall provide all required DPLH to perform approved Task Assignments which will be derived from Section C Statement of Work.

(b) The following labor categories, and corresponding fully burdened hourly labor rates, are applicable to work performed under this contract as follows:

Labor Category	Onsite Base Period Year 1 Hourly Labor Rate	Offsite Base Period Year 1 Hourly Labor Rate	Onsite Base Period Year 2 Hourly Labor Rate	Offsite Base Period Year 2 Hourly Labor Rate	Onsite Base Period Year 3 Hourly Labor Rate	Offsite Base Period Year 3 Hourly Labor Rate

SECTION C

STATEMENT OF WORK

TECHNICAL, ENVIRONMENTAL, AND PROGRAM MANAGEMENT SUPPORT

C.1 BACKGROUND

The U.S. Department of Energy (DOE) Office River Protection (ORP) was established by the U.S. Congress in 1998, as an independent office at the Hanford Site with the exclusive focus of solving the Hanford tank cleanup challenge. ORP's mission is to protect the Columbia River by safely cleaning up hazardous and radioactive waste contained in underground storage tanks located at the Hanford Site in eastern Washington State. The nuclear waste at the Hanford Site is the result of more than four decades of reactor operations and plutonium production for national defense and includes 53 million gallons of highly toxic, radioactive waste stored in 177 underground tanks located within 7 miles of the Columbia River including one hundred forty-nine single steel liner tanks that are decades beyond their design life. The cleanup of this legacy waste is now a national priority and part of closing the circle on the nuclear weapons production cycle.

The Waste Treatment and Immobilization Plant Project (WTP) is the largest construction project within DOE, occupies 65 acres on the Hanford Site, and is the cornerstone of the River Protection Project. The purpose of the project is to reduce environmental risk from Hanford's radioactive tank waste which comprises 56 percent of the nation's tank-stored radioactive waste. It includes the design, construction, startup, and commissioning of a chemical processing plant to treat and immobilize (i.e., vitrify) high-level and low activity radioactive waste for long-term storage and final disposal and entails the construction of a facility to treat and separate the radioactive hazardous tank waste into low-activity and high-level waste streams, immobilize the high-level waste fraction for shipment to a national high-level nuclear waste repository, and immobilize the low-activity waste for onsite disposal.

In conducting its WTP management and oversight responsibilities, ORP will require various types of short-term and long-term Technical, Environmental, and Program Management Support expertise and assistance for support in carrying out its responsibilities to plan, direct, and oversee environmental cleanup, construction, and operations of government facilities.

C.2 SCOPE OF WORK

- (a) In general, the Contractor shall provide ORP with a broad array of expert Technical, Environmental, and Program Management Support resources, at times on very short notice, to perform a broad array of technical and management support services to be specified in written Task Assignments issued by the Contracting Officer.
- (b) Overall, the Contractor shall provide highly qualified subject matter experts and technical consultants capable of providing high quality advisory and assistance, assessments and evaluations, studies and analyses, guidance, counseling, training, support for policy development and decision-making, support for project management and administration; support to improve the efficiency and effectiveness of ORP processes and procedures;

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support for logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative technical support for conferences and training programs.

- (c) The Contractor shall provide highly qualified subject matter experts and technical consultants, as needed, to perform a broad array of Technical, Environmental, and Program Management Support services for the following ORP offices:

- (1) Office of the Manager
- (2) Office of the Deputy Manager
- (3) Office of the Chief of Staff
- (4) Waste Treatment Startup, Commissioning, and Integration Office
- (5) Waste Treatment and Immobilization Treatment Plant Project Office
- (6) Tank Farms Project Office
- (7) Technical and Regulatory Support

- (d) The Contractor shall provide highly qualified subject matter experts and technical consultants, as needed, to perform a broad array of Technical, Environmental, and Program Management Support services including, but not limited to, separately defined and detailed tasks in the following functional areas:

- (1) Advisory and Assistance
- (2) Accident Investigation Support
- (3) Analytical Studies
- (4) Assessments
- (5) Audits
- (6) Authorization Basis Support
- (7) Communications Support
- (8) Congressional Visit Support
- (9) Construction Oversight Support
- (10) Construction Project Reviews
- (11) Contingency Planning
- (12) Corrective Action Program
- (13) Cost Estimating Support
- (14) Data Analysis Support
- (15) Decision Analysis Support
- (16) Directives Management Support
- (17) Electronic Suspense Tracking Support
- (18) Employee Concerns Program Support
- (19) Engineering Oversight Support
- (20) Environmental Assessments
- (21) Environmental Impact Statements
- (22) Environmental Management Support
- (23) Environmental Permitting Support
- (24) External Audit Coordination
- (25) Facility Engineering
- (26) Freedom of Information Act
- (27) Glass Science
- (28) Graphics Support
- (29) Ground Water/ Vadose Zone
- (30) Hazard Analysis

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- (31) High Energy Particulate Air Filter Testing
 - (32) Independent Engineering Assessment
 - (33) Integrated Assessment
 - (34) Integrated Safety Management
 - (35) Internal Audit Support
 - (36) Internet Webpage Design/Maintenance
 - (37) Issue Resolution and Management
 - (38) Lessons Learned
 - (39) Logistical Support
 - (40) Management Assessment
 - (41) Media Coordination
 - (42) Mentoring
 - (43) National Environmental Policy Act
 - (44) Nuclear Safety
 - (45) Operational Readiness Reviews
 - (46) Peer Review
 - (47) Performance Analysis
 - (48) Price Anderson Amendment Act
 - (49) Professional Development
 - (50) Program Management
 - (51) Project Controls Support
 - (52) Project Planning Support
 - (53) Project Scheduling
 - (54) Public Affairs Support
 - (55) Quality Assurance Support
 - (56) Radiological Controls Program
 - (57) Readiness Assessments
 - (58) Risk Management
 - (59) Safety Analysis Training
 - (60) Safety Basis
 - (61) Safety Culture Improvement Support
 - (62) Safety Evaluation
 - (63) Strategic Planning
 - (64) Technical Editing/Writing
 - (65) Technical Training
 - (66) Technical Qualification Program
 - (67) Trending and Analysis
 - (68) WTP Certification/Verification Planning
 - (69) WTP Startup/Commissioning
 - (70) WTP Readiness Verification
- (e) All required Technical, Environmental, and Program Management Support services will be separately detailed and issued using written Task Assignments in accordance with the Task Assignment Procedures outlined in Section H.
- (f) The Contractor shall maintain electronic copies of all Task Assignments, Task Plans/Proposals, Contracting Officer Approvals, Work Authorizations, Monthly Task Status Reports, Monthly Task Assignment Tracking Reports, Monthly Accruals Reports, and all related documentation in an ORP shared drive location accessible to the Contracting Officer and other CPM contracting staff as necessary.

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C.3 DELIVERABLES

- (a) The Contractor shall provide deliverables in the form of reports, analyses, evaluations recommendations, training, day-to-day support of ORP staff for the successful performance of ongoing ORP contract management, safety oversight, and project integration operations. When applicable, deliverables will be specified in each Task Assignment issued by the Contracting Officer.

- (b) The Contractor shall provide an accurate, complete, and timely contract budget/cost report accompanying each invoice which provides the budget and cost status of each Task Assignment and of the overall contact, in a format approved by the Contracting Officer.

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SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

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

- (a) Identifies the Contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>
FAR 52.246-6 2001)	INSPECTION – TIME-AND-MATERIAL AND LABOR HOUR (MAY

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be accomplished by the Contracting Officer or the Contracting Officer's Representative acting within the scope of his/her authority.

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The total period of performance for the work specified in Section C, Statement of Work, is three (3) years. The Government may extend the base period up to six (6) additional months pursuant to FAR 52.217-8 Option to Extend Services (NOV 1999).

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance for this contract is at the U.S. Department of Energy, Office of River Protection and other facilities in Richland, WA, as directed by the Contracting Officer.

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

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- (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.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

- (a) **Technical Correspondence.** Technical correspondence (as used herein, excludes technical 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) shall be addressed to the U.S. Department of Energy (DOE) Office of River Protection (ORP) Contracting Officer's Representative (COR), with an information copy addressed to the DOE-ORP Contracting Officer and DOE-ORP Correspondence Control.
- (b) **Other Correspondence.** All other correspondence shall be addressed to the ORP Contracting Officer (CO) with information copies of the correspondence to the COR, DOE-ORP Correspondence Control, and the U.S. Department of Energy, Richland Operations Office (RL) Patent Counsel (when patent or technical data issues are involved).

G.2 CONTRACT ADMINISTRATION

The ORP Administrative Contracting Officer (ACO) is:

U. S. Department of Energy
Office of River Protection, MS H6-60
Margit Larrieu, Contracting Officer
P.O. Box 450
Richland, WA 99352

Telephone: (509) 376-4505
E-mail: margit_larrieu@orp.doe.gov

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

By separate letter, a COR may be designated this Contract. The COR will represent the CO in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of this Contract. The CO, through properly written modification(s) to the Contract, is the only person authorized to make changes to the work scope.

G.4 BILLING INSTRUCTIONS

- (a) The Contractor shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement. The Contractor shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry

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Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, visit <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

- (b) The voucher shall provide both the amount of the current invoice and cumulatively for the entire contract separately for labor and for other direct costs. The Contractor shall provide supporting documentation for payment of invoices in a format requested by the Contracting Officer.

G.5 DELIVERY DESTINATION FOR CORRESPONDENCE AND CONTRACT DELIVERABLES

The following delivery points apply to technical correspondence and deliverables described in Section C, Statement of Work:

- (a) Contracting Officer (CO)
U. S. Department of Energy
Office of River Protection
Contracts and Property Management
MS H6-60
Attn: Margit Larrieu
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352
- (b) DOE-ORP Correspondence Control
U. S. Department of Energy
Office of River Protection
DOE-ORP Correspondence Control
MS H6-60
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352
- (c) Contracting Officer Representative (COR)
U. S. Department of Energy
Office of River Protection
MS H6-60
Attn: Delmar Noyes
P.O. Box 450 (for U.S. Mail delivery) or 2440 Stevens Drive (for hand delivery)
Richland, WA 99352

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.2 SECTION 8(a) DIRECT AWARD (FAR 52.219-11)

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the US – Department of Energy. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

Boise District Office
380 E. Parkcenter Blvd., Suite 330
Boise, ID 83706
Phone: (208) 334-1673
Fax: (208) 334-9353

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees to:
 - (1) Notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control, and
 - (2) Adhere to the requirements of Section I Clause FAR 52.219-14, Limitations on Subcontracting.

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H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted with the offer for this Contract are, by reference, hereby incorporated in and made a part of this Contract.

H.4 WITHDRAWAL OF WORK

- (a) ORP reserves the unilateral right to have any of the work contemplated by Section C, Statement of Work performed by another Contractor or ORP employees.
- (b) Work may be withdrawn from the Contractor for any reason deemed to be in the best interests of the Government, including, but not limited to, for the following purposes:
 - (1) In order for ORP to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) To support transition of work.

H.5 HEALTH AND SAFETY REQUIREMENTS

- (a) The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.
- (b) The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- (c) Contractor employees who require access to Hanford Site radiologically controlled areas are required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- (d) The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.
- (e) Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract shall constitute a material breach of Contract.
- (f) To comply with 10 CFR 851 Worker Safety and Health Program, the Contractor will be required to comply with the ORP Federal Employee Occupational Safety and Health (FEOSH) program.

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H.6 SAFETY CONSCIOUS WORK ENVIRONMENT

The Contractor shall inform its employees of the importance of raising concerns and how to raise safety concerns through the Contractor's management, through DOE management including the ORP Issues Management System, and through other government processes.

H.7 FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM

The Contractor shall comply with the requirements in ESQ-QSH-IP-12, R0, Federal Employees Occupational Safety and Health Program for support services Contractors as specified in Section J, Attachment J-2.

H.8 IDENTITY, CREDENTIAL, AND ACCESS MANAGEMENT

The Contractor shall comply with the requirements of Contractor Requirements Document, Department of Energy (DOE) Order (O) 206.2, Identity, Credential, and Access Management (ICAM) (FEB 2013) as specified in Section J, Attachment J-3.

H.9 SECURITY REQUIREMENTS

- (a) **Citizenship:** Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance ORP authorization.
- (b) **Property Passes:** Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The DOE Richland Operations Office will advise the Contractor of procedures applicable to this Contract.
- (c) **Employee Access:** Contractor employees will require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.
- (d) **Photograph Security Badges**
 - (1) Each Contractor and subcontractor employee must have photograph security badge for access to any area within the Hanford Site. Photograph badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photographs are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
 - (2) Security badges will be valid only for the duration of a specific contract or for the current calendar year, whichever ends first.
 - (3) If a contract performance period extends beyond December 31 of the current year, new security badges must be obtained before that date.

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- (4) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
 - (5) Each Contractor and subcontractor employee is responsible for his or her badge and for returning the badge to the issuing office whenever one of the following occurs, but in any event, before final payment, as follows:
 - i. Contract work is completed;
 - ii. The badge is no longer needed; and
 - iii. The badge becomes void for any reason.
 - (6) A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
 - (7) Lost security badges shall be reported to the issuing office as soon after the loss as possible.
- (e) **Safety and Security Orientation:** Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.
- (f) **Prohibited Articles:** The following items can only be brought onto the Hanford Site under strict controls: (1) Weapons including but not limited to firearms, explosives, or incendiary devices; (2) Nonprescription narcotics or dangerous drugs and/or controlled substances; (3) Alcoholic beverages; and (4) Other items similar in effect or purpose to any of the above.
- (1) Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.
 - (2) Upon notification that an employee of the Contractor or subcontractors is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
 - (3) Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.10 CONFIDENTIALITY OF INFORMATION (APR 1984)

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- (a) 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 agree 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.
- (b) The Contractor shall obtain the written agreement (using the form provided by the Contracting Officer) of each employee permitted access, whereby the employee agrees that he or 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.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this task order, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of 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.
- (d) 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) This clause shall flow down to any subcontractors or consultants.

H.11 ENVIRONMENTAL LAWS

The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. section 6901, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., Clean Water Act, 33 U.S.C. section 1251, et seq., Emergency Planning and Community Right-to-Know Act (EPCRA), 42 USC section 11001, et seq., Safe Drinking Water Act (SDWA), 42 USC section 300f, et seq., National Environmental Policy Act (NEPA), 42 USC sections 4321, et seq., National Historic Preservation Act (NHPA), ,

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16 USC section 470, as amended, Endangered Species Act (ESA), 16 USC section 1531, et seq., Toxic Substances Control Act (TSCA), 15 USC section 2601, et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 USC section 136, et seq., State and local equivalents, and their implementing rules and regulations.

H.12 REQUIRED INSURANCE

- (a) The Contractor shall procure at its expense and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
 - (1) Comprehensive General Liability: \$500,000.00;
 - (2) Automobile Liability: \$200,000.00 per person, \$500,000.00 per occurrence of bodily injury, and \$50,000.00 for property damage;
 - (3) Worker's Compensation: as required by Federal and State workers' compensation and occupational disease statutes; and
 - (4) Other insurance as required by State Law.
- (b) Before commencement of work, the Contractor shall furnish to the Contracting Officer a certified copy of the certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than thirty (30) days after written notice to the Contracting Officer.
- (c) The Contractor shall include the requirements of this clause in all contracts with subcontractors.
- (d) Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property as a result of its operation. The Contractor shall indemnify and hold harmless the Government from any and all liability associated with its operation.

H.13 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government's responsibility for loss or damage to the property of the Contractor shall be determined solely under the provisions of the Federal Tort Claims Act, 28 U.S.C. section 2671, et seq., and relevant judicial decisions there under.

H.14 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

The Government will provide office space and/or cubicles in the vicinity of the Waste Treatment and Immobilization Plant construction site at the DOE Hanford site. The office space provided will be equipped with computer services, telephone services, janitorial services, office supplies, and office equipment to include computers, telephones, and reproduction room equipment. The Contractor shall supply supplies unique to the company's operation, such as time clock, time

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cards, leave requests, etc., or whatever method is used to track and substantiate the number of hours worked on the contract. The Contractor is responsible for obtaining HLAN support and Voice over Internet Phones services which shall be invoiced directly to the contract as an Other Direct Cost along with documentation listing the name of the employee having access to these services and the office location.

H.15 TASK ASSIGNMENT PROCEDURES

- a. All work under this contract will be managed with written Task Assignments (See Attachment J-1) to be issued by the Contracting Officer as requirements materialize.
- b. Upon receipt of a Task Assignment from the Contracting Officer, the Contractor shall develop and submit to the Contracting Officer a Task Plan/Proposal outlining the task details, deliverables, staff resource(s), period of performance, applicable contract labor category, DPLH required to perform the work, and the total not-to-exceed dollar amount of the task. The Task Plan will be reviewed by the ORP technical monitor to ensure the Task Plan will accomplish the intent of the Task Assignment and that the proposed skills mix and/or contract labor category is appropriate for the work. The ORP technical monitor will also determine whether the proposed staff resource should be qualified to perform assessments of Contractor and/or ORP activities in accordance with ORP procedures. The Contracting officer will verify the fixed labor rate matches the proposed labor category, ensure funding program official concurrence is received, ensure all Task Assignments are within the contract ceiling, and ensure sufficient funds are obligated to the contract.
- c. To avoid any conflicts of interest, Contractor employees shall not develop Task Assignments or revisions thereto.
- d. Task Assignments may only be revised in writing by the Contracting Officer. All Task Assignment revisions shall provide a cumulative recap of all previous revision actions.
- e. The Contractor shall only commence performance of a Task Assignment and any revisions thereto after receiving written approval from the Contracting Officer.

H.16 PROHIBITION OF PERSONAL SERVICES

In accordance with FAR 37.104, the Contractor shall have policies and procedures to ensure their employees guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, the Contractor shall immediately notify the Contracting Officer in writing explaining the circumstances including Contractor corrective actions taken.

H.17 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The Contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities.

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Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to Contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or Contractor through the conference.

H.18 CONTRACTOR TRAINING

- (a) The Contractor shall be responsible for all Contractor employee access badge requirements including ensuring Contractor employee completion of Hanford General Education Training (HGET). The government will bear the cost of HGET training required by the Contractor to attend HGET and/or to acquire a Hanford site access badge.
- (b) The Contractor shall provide qualified trained employees with demonstrated skills to perform the work including a working knowledge of commercially available word processing, spreadsheet, slide presentation, e-mail/calendar, and related office software applications. DOE will not be responsible for providing this training, and will not reimburse the Contractor for such commercially available non-DOE site specific training.
- (c) DOE will reimburse the Contractor for any other required DOE site-specific training only if the training is approved in advance by the Contracting Officer.

H.19 WITHDRAWAL OF WORK

- (a) ORP reserves the unilateral right to have any of the work contemplated by Section C, Statement of Work performed by another Contractor or ORP employees.
- (b) Work may be withdrawn from the Contractor for any reason in the best interests of the Government, including, but not limited to:
 - (1) Facilitate transition of work, or ORP pilot programs,
 - (2) The Contractor's estimated costs are considered unreasonable,
 - (3) The Contractor's performance is deemed to be less than satisfactory.

H.20 CONTRACTOR IDENTIFICATION

- (a) The Contractor shall ensure all Contractor employee e-mail messages including out-of-office messages include a signature block to clearly indicate their identity as Contractor support service staff as shown in the example below.

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John Smith
XYZ Corp., Contractor to the
U.S. DOE Office of River Protection
Richland, WA 99354

- (b) The Contractor shall ensure all Contractor employee phone greetings (including recorded voicemail greetings) clearly indicate identity as Contractor support service staff.
- (c) The Contractor shall ensure all Contractor employee offices have signage that clearly indicates identity as Contractor support service staff.

H.21 OFFICE SPACE

The Government will provide office space and cubicles at: 2440 Stevens Center Place, Richland WA, 2435 Stevens Center Place, Richland WA, and other nearby buildings. The office space will be equipped with computer(s) and phone(s) at the Government's expense; however, the Contractor is responsible for obtaining HLAN support which shall be invoiced directly to the contract as an Other Direct Cost along with documentation listing the name of the employee having HLAN access and the office location.

H.21 ADMINISTRATIVE LEAVE

The President, Secretary of Energy, or ORP Manager occasionally grants administrative leave to federal employees for various reasons including, but not limited to, early release prior to a Federal Holiday, early release due to inclement weather, a delay in reporting to work due to inclement weather or emergency, cancellation of work due to inclement weather or emergency, etc. When administrative leave is granted to federal employees for any reason, the Contractor may grant its employees time off only on a non-reimbursable basis, workload permitting. Accordingly, when federal employees are granted administrative leave for any reason and the Contractor also grants its employees administrative time off, the Contractor shall not request reimbursement from DOE nor submit invoices to DOE for unworked labor hours.

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PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-17	APR 2014	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	JUL 2013	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

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52.215-2	OCT 2010	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COSTS OR PRICING DATA
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (TO BE RETAINED/REMOVED BASED ON OFFEROR PROPOSAL)
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS – ALTERNATE III (1997) [<i>Fill-in: MS Excel 2013 or equivalent submitted by e-mail or CD</i>]
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
52.219-8	MAY 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

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52.222-37	SEP 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	DEC 2007	PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-32	APR 2012	PERFORMANCE-BASED PAYMENTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES - ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD- ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.249-2	APR 2012	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

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52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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I.2 DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES INCORPORATED BY REFERENCE

The full text of the following DEAR clauses may be accessed electronically at:
<http://energy.gov/sites/prod/files/maprod/documents/EDEARMarch142011-OPAM-Policy.pdf>

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
952.202-1	FEB 2011	DEFINITIONS
952.203-70	DEC 2000	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES
952.204-75	DEC 2000	PUBLIC AFFAIRS
952.908-70	APR 1984	PRINTING
952.224-70	APR 1984	PAPERWORK REDUCTION ACT
952.242-70	DEC 2000	TECHNICAL DIRECTION

I.4 DEAR 952.202-1 DEFINITIONS

- (a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):
- (b) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985; 62 FR 2310, Jan. 16, 1997; 67 FR 14871 Mar. 28, 2002; 76 FR 7693, Feb. 11, 2011]

I.5 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.6 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities

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onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

I.7 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
 - (2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless—
 - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and
 - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

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- (d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.8 DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997)

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

I.9 DEAR 952.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2009)

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- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

- (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two (2) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

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- (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
 - (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
 - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or

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mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.10 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

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(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

**SECTION J
LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE OF DOCUMENT</u>
J-1	TASK ASSIGNMENT FORM
J-2	FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM (TRS-QSH-IP-12 R1), 04/07/2014
J-3	US DEPARTMENT OF ENERGY DOE ORDER 206.2; SUBJECT: IDENTITY, CREDENTIAL AND ACCESS MANAGEMENT (ICAM)

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Section J – Attachment J-1

**TASK ASSIGNMENT FORM
TASK ASSIGNMENT**

Instructions:

- To obtain support services under Contract No. DE-EM0003399, ORP staff shall provide the information below to the Contracting Officer and to the Program Funding Official.
- To ensure there are no conflicts of interest, contractor employees shall not develop this Task Assignment.
- The Technical Monitor must qualify the selected contractor resource prior to the start of work if the task involves performance of assessments of contractor or ORP activities (See ESQ-OA-DI-02).

1. ORP Requesting Office:

2. ORP Technical Monitor:

3. Funding Source(s):

4. Task Title:

5. Task Description:

6. Does ESQ-OA-DI-02 Apply? Yes / No

7. Period of Performance:

8. Estimated Direct Productive Labor Hours:

9. Estimated Travel:

10. Deliverable(s):

11. Deliverable(s) Due Date(s):

12. Potential Resource(s)

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ATTACHMENT J-2

FEDERAL EMPLOYEES OCCUPATIONAL SAFETY AND HEALTH PROGRAM

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ATTACHMENT J-3

DEPARTMENT OF ENERGY ORDER 206.2 (2-19-2013)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

The offeror shall review and make all necessary updates to its electronic representations and certifications posted on the Online Representations and Certifications Application (ORCA). The following provisions are applicable to this solicitation:

K.1 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

The offeror shall review and make all necessary updates to its electronic representations and certifications posted on the Online Representations and Certifications Application (ORCA). The following provisions are applicable to this solicitation:

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.203-11	SEP 2007	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-8	MAY 2014	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
52.209-2	MAY 2011	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION
52.209-5	APR 2010	CERTIFICATION REGARDING RESPONSIBILITY MATTERS
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.222-38	SEP 2010	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.223-1	MAY 2012	BIOBASED PRODUCT CERTIFICATION
52.225-20	AUG 2009	PROHIBITION IN CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION
52.225-25	DEC 2012	PROHIBITION IN CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

Contract No. DE-EM0003399

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have [offeror to check applicable block] current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

K.3 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

Contract No. DE-EM0003399

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends does not intend [*offeror to check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET
ADDRESS, CITY, STATE, COUNTY, ZIP
CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE
PLANT OR FACILITY IF OTHER THAN OFFEROR OR
RESPONDENT

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K.4 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 5416250 [insert NAICS code].
- (2) The small business size standard is _\$15.0M [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
 - (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—
 - (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are

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participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUB Zone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUB Zone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUB Zone small business concern participating in the HUB Zone joint venture. [The offeror shall enter the names of each of the HUB Zone small business concerns participating in the HUB Zone joint venture: _____.] Each HUB Zone small business concern participating in the HUB Zone joint venture shall submit a separate signed copy of the HUB Zone representation.

(c) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

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Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUB Zone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K. 5 FAR 52.204-7 NOTICE TO CONTRACTOR TO COMPLETE CENTRAL CONTRACTOR REGISTRATION

The offeror shall be registered in the Central Contractor Registration database prior to award, during performance, and through final payment of this contract.

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K.6 FAR 52.222-22 PPREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It [] has, [] has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far/>

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and-Materials contract resulting from this solicitation.

L.3 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

(a) Offeror shall submit a proposal for the work specified in the contract schedule as follows:

- (1) The proposal submission shall include a cost type proposal.
- (2) The cost type price proposal shall include detailed information supporting the use of direct and indirect rates and factors, labor hours and labor hour mix supporting rationale, kinds and quantities of materials, other direct costs (ODC) and subcontract costs.
- (3) If the Offeror intends to submit invoices for partial completion of work during performance through final completion, the proposal submission shall include proposed performance-based payments in accordance with FAR 52.232-28 (See Section L.4). If the Offeror does not propose performance-based payments, payment of services will be made upon final completion of all work under the contract.

(b) The offeror shall review and make all necessary updates to its electronic representations and certifications posted on the Online Representations and Certifications Application (ORCA), in particular – the provisions listed in Section K.1, shall include the updated ORCA report in the proposal submission. In addition, the offeror shall submit the representations and certifications specified in Sections K.2, K.3, and K.4.

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(c) Offeror proposal submission due date is COB Thursday October 16, 2014.

L.4 FAR 52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by-
 - (1) The offeror;
 - (2) Each subcontractor; and
 - (3) Each division, subsidiary, or affiliate of the offeror under a common control.
- (c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—
 - (1) Shall not include profit for the transferring organization; but
 - (2) May include profit for the prime Contractor.
- (d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

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SECTION M

EVALUATION FACTORS FOR AWARD

This section is not applicable, and is intentionally blank.



U.S. DEPARTMENT OF ENERGY
OFFICE OF RIVER PROTECTION

**TITLE: FEDERAL EMPLOYEES OCCUPATIONAL
SAFETY AND HEALTH PROGRAM**

Number: TRS-QSH-IP-12 R1
 Issued: 04/07/2014
 Effective Date: 04/07/2014
 Page: 1 of 24
 POC: Paul Hernandez
 Approved by: Brian A. Harkins

1.0 PURPOSE

The Federal Employee Occupational Safety and Health (FEOSH) Program emphasizes a place of employment free from recognized uncontrolled occupational safety and health hazards that cause, or are likely to cause, physical harm or death. Furthermore, the program integrates the pertinent requirements of Section 19 of the Occupational Safety and Health Act (OSHA); Executive Order 12196, *Occupational Safety and Health Programs for Federal Employees*; DOE O 440.1B, *Worker Protection Management for DOE Federal (Including the National Nuclear Security Administration) Federal Employees*; 29 CFR 1960, “Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters”; and site-specific worker protection programs (e.g., Employee Job Task Analyses [EJTA], personal protective equipment [PPE], etc.). The purpose of this program is to prevent accidental injuries and illnesses to U.S. Environmental Energy (DOE), Office of River Protection (ORP) employees by providing a safe and healthful workplace.

2.0 CANCELLATION OR RECORD OF CHANGE

Revision	Revision Description
0	New Implementing Procedure
1	Editorial changes including revision of ESQ to TRS organization, revised acronyms, and revised references.

3.0 APPLICABILITY

This implementing procedure applies to ORP federal staff and support services contractors that utilize ORP’s FEOSH program as their de facto company safety program.

4.0 DEFINITIONS

4.1 ACRONYMS

- AMTRS assistant manager, technical and regulatory support
- CBDPP Chronic Beryllium Disease Prevention Program
- DOE U.S. Department of Energy
- DOL U.S. Department of Labor
- EAP Employee Assistance Program
- EJTA Employee Job Task Analysis

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FEOSH	Federal Employee Occupational Safety and Health Program
HGET	Hanford General Employee Training
IRT	Incident Response Team
MOU	memorandum of understanding
ORP	U.S. Department of Energy, Office of River Protection
OSHA	Occupational Safety and Health Act
PPE	personal protective equipment
SME	subject matter expert
SHD	Safety and Health Division
SOMC	site occupational medicine contractor

4.2 DEFINITION OF TERMS

Abatement – A process where a health and safety hazard or condition is reduced. This reduction is based on the amount, degree, and intensity of the hazard(s). Abatement implies that a path forward is established to put an end to the hazard or condition.

Assessment – An introspective analysis process that looks for management issues within the total picture. It is a process conducted by qualified personnel within an organization and involves direct or close management involvement to determine and document whether items, processes, systems, or services meet specified requirements and perform effectively.

Beryllium – Elemental beryllium and any insoluble beryllium compound or alloy containing 0.1 percent beryllium or greater that may be released as an airborne particulate.

Beryllium Article – A manufactured item that is formed to a specific shape or design during manufacture that has end-use functions that depend in whole or in part on its shape or design during end use and that does not release beryllium or otherwise result in exposure to airborne concentrations of beryllium under normal conditions of use.

Beryllium-Affected Worker – A current worker who is or was exposed, or potentially exposed to, airborne concentrations of beryllium at a DOE facility. This individual may be a DOE Federal or contractor worker, an employee of a subcontractor to a DOE contractor, or a visitor.

Beryllium-Associated Worker – A current worker who is or was exposed, or potentially exposed to, airborne concentrations of beryllium at a DOE facility including:

- Beryllium worker
- Current worker whose work history shows that the worker may have been exposed to airborne concentrations of beryllium at a DOE facility
- Current worker who exhibits signs or symptoms of beryllium exposure
- Current worker who is receiving medical removal protection benefits.

FEOSH Committee – Employees that management appoints to monitor and assist in the implementation of the ORP FEOSH Program.

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Hazard – Workplace condition that can result in injury, illness, or fatality.

Imminent Danger – Any conditions or practices in any workplace such that a danger exists, which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures consistent with the DOE-0343, *Hanford Site Stop Work Procedure*. Manager/Management – ORP employees identified as supervisors, division directors, deputy assistant managers, assistant managers, ORP Deputy Manager, and ORP Manager.

ORP Supervisor – An employee having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action. This includes supervisors, division directors, and higher levels positions. Managers are also supervisors.

Reprisal – Any act of restraint, interference, coercion, or discrimination against an employee for exercising his or her rights under Executive Order 12196 and 29 CFR 1960, or for participating in ORP’s FEOSH Program.

Safety and Health Specialist – A safety and/or occupational health specialist or other person authorized pursuant to Executive Order 12196, Section 1-201(g), who carries out inspections consistent with Subpart D of 29 CFR 1960. This person has equipment and competence to recognize safety and/or health hazards in the workplace.

Site Occupational Medicine Contractor – The physician responsible for the overall direction and operation of the site occupational medicine program at the Hanford Site.

Stop Work – Stopping the specific task or activity that poses danger to human health and/or the environment.

Serious Conditions – Any conditions or practices in any workplace such that there is a substantial probability that death or serious physical harm could result.

Union – The bargaining unit identified as the American Federation of Government Employees, Local 788.

Workplace – A physical location, area, room, or establishment where ORP employees perform assigned job functions or operations.

5.0 RESPONSIBILITIES

5.1 ASSISTANT MANAGER, TECHNICAL AND REGULATORY SUPPORT RESPONSIBILITIES

The assistant manager, technical and regulatory support (AMTRS) is responsible for administering the FEOSH Program, monitoring the implementation of the program, and verifying adequate closure of corrective actions performed by management/supervisors identified in the course of implementing the FEOSH Program. Responsibilities for managing the FEOSH program are listed

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in MGT-PM-PL-02, *Safety Management Functions Responsibilities and Authorities (FRA) for the U.S. Department of Energy, Office of River Protection*. Effective implementation of the FEOSH Program will be accomplished by the combined efforts of management, supervisors, and employees by meeting the minimum responsibilities outlined in the program. Supervisors and employees are key elements in achieving this objective, along with management leadership. The AMTRS organization provides technical support in this effort utilizing safety subject matter experts (SME).

5.2 OFFICE OF RIVER PROTECTION MANAGEMENT RESPONSIBILITIES

ORP management leads, directs, and provides resources as specified in 29 CFR 1960 to effectively implement the FEOSH Program, including establishment of the ORP FEOSH Committee. ORP management demonstrates commitment to the FEOSH Program by accepting the following responsibilities:

- Provide a safe and healthy working environment
- Establish program goals and objectives
- Provide adequate budget and staff
- Welcome employees to express safety concerns without fear of reprisal
- Resolve safety issues promptly
- Know, understand, and comply with safety rules.

5.3 SUPERVISOR RESPONSIBILITIES

ORP supervisors are responsible for maintaining safe working conditions within his/her area of authority and responsibility, and for directly implementing this program. Supervisors' primary FEOSH responsibilities are as follows:

- Monitor the workplace to identify actual or potential hazards and inform employees of hazardous condition(s).
- Ensure that employees follow appropriate work practices.
- Furnish generic (e.g., hard hats, safety shoes, etc.) PPE and enforce its use.
- Observe work restrictions imposed by medical providers on staff members.
- Track employee radiation exposures to ensure administrative limits are not exceeded.
- Administer appropriate and consistent disciplinary action when health and safety rules are violated.
- Provide access to appropriate safety and health training.
- Complete employee EJAs and review/update annually.
- Ensure appropriate abatement actions are taken to mitigate any unsafe or unhealthy condition.
- Support accident/incident investigations.

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- Ensure employees have full access to the contractors' safety and health programs.
- Participate in and encourage workers to participate in the FEOSH Program.
- Comply with this document and other safety rules, regulations, and/or orders issued by the ORP Manager.
- Report unsafe/hazardous conditions, accidents, injuries, and fatalities.
- Immediately report all employee work related injuries and illnesses to the FEOSH program manager for screening to determine OSHA recordability.
- Advocate behaviors that minimize conflicts in the workplace that could precipitate violent actions.
- Respond to reported incidents of actual or potential violence or threats in a timely manner.
- Notify the next level of management, the director of the human resources office, or security office upon receipt of allegation of workplace violence or upon observation of behavior, verbal exchanges, etc. that indicates workplace violence may occur or has occurred.

5.4 EMPLOYEE RESPONSIBILITIES AND RIGHTS

5.4.1 Employee Responsibilities

ORP management will provide a workplace free of recognized, uncontrolled hazards for employees covered by this FEOSH Program. It is ORP management's expectation that staff maintain an adequate understanding of occupational safety and health, as well as an awareness of the potential hazards and unsafe conditions at their workplace.

ORP employees have the responsibility and authority to stop work if they believe unsafe conditions exist as identified in DOE-0343..

Actionee	Step	Action
Employee	1.	Stop work when employees believe that a situation exists that places them, their coworker(s), contracted personnel, or the public at risk or in danger; could adversely affect the safe operation or cause damage to the facility; or result in a release of radiological or chemical effluents to the environment above regulatory requirements or approvals; to clarify work instructions; or to propose additional controls.
	2.	Place the work/activity in a safe condition and <u>immediately</u> notify supervision/management and affected workers when you stop work or decline to perform an activity.

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Actionee	Step	Action
Manager	3.	<p>Resolve any issues that have resulted in an employee stopping work or an activity.</p> <p>Provide feedback to individuals or their appropriate safety representatives (e.g., Union safety representative, Occupational Safety and Health safety professional, etc.) who initiated the stop work in case the individual is not available.</p> <p>Be sure any necessary corrective or compensatory actions are taken before resuming an activity and documented in accordance with contractor procedure (logbook or other established method of reporting/tracking safety issues).</p>
Employees	4.	<p>If you have a "Stop Work" issue that has not been resolved to the mutual agreement of manager and employee, then the stop work remains in place and the supervisor will notify the appropriate company management, safety representative, and union safety representative.</p> <p>Resolution of the stop work resides with the safety representative and company management to resolve and/or propose actions necessary to return to work. Work may be resumed when the safety representation and management agree that the issue has been resolved. The objective is to reach resolution at the lowest levels of engagement.</p>
Managers	5.	<p>Notify senior management and the U.S. Department of Energy facility representative if the stop work action meets the stop work criteria defined in Contract Section H, "Stop-Work and Shutdown Authorization," or resulted from an unresolved issue.</p>

In order to maintain a workplace free of uncontrolled hazards, employees have the following responsibilities:

- Report job-related injuries or illnesses to supervisors and ensure prompt treatment of these conditions.
- Employee may request an accommodation when a personal illness/injury condition exists. The DOE sites highly encourage employees to request an accommodation if their personal condition warrants such.
- Report unsafe conditions to supervisors.
- Maintain workplaces free from tripping hazards, loose items overhead, and excess fire loading.
- Stop work if it is believed that unsafe conditions exist.
- Use equipment and furniture appropriately (e.g., do not use chairs as step stools, etc.).
- Comply with this program description and standards, rules, regulations, orders, and procedures.

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- Notify the supervisor or next higher-level supervisor when the employee is a target of workplace violence or threats of violence, or when the employee observes or has firsthand knowledge of violent behavior against others.
- Use safety equipment, PPE, and other devices as required ensuring personal protection.
- Comply with contractors' safety programs and other pertinent instructions while conducting activities in contractor-operated facilities.
- Maintain an adequate understanding of occupational safety and health.
- Maintain an adequate awareness of the potential unsafe conditions and potential hazards at the workplace, including administrative restrictions on exposures to radiation and other hazardous materials.
- Review personal EJTA on an annual basis.
- Maintain an awareness of exposures to radiation and other hazardous substances.

5.4.2 Employee Rights

ORP employees, including management, supervisors, and staff, have the right to work in an environment that is free from recognized, uncontrolled hazards that may cause physical harm or death. In addition, ORP employees also have the right to information, in a timely manner, about recognized occupational hazards and measures to protect the employee. Thirdly, ORP employees have a right to access any exposure information previously collected that is representative of their own exposure in the workplace (as governed by 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records"). ORP employees may obtain medical records and radiological records by contacting the site occupational medicine contractor (SOMC) and Mission Support Alliance, LLC, respectively. ORP staff may contact the ORP safety representatives (e.g., industrial hygiene, occupational safety, radiation protection, etc.) for assistance. Also, ORP employees working in the field have a right to full access to the contractors' safety programs, including the use of appropriate PPE and other safety equipment where required. Furthermore, ORP employees have the right to express concerns about occupational safety and health issues to appropriate officials, with the expectation that those issues will be addressed and no adverse action will be taken against them as a result of voicing concerns. ORP employees have access to records documenting safety and health observations and/or results of exposure monitoring through safety organizations. ORP employees have access to their personnel, medical, and FEOSH training records through the human resources organization, the SOMC, or the training office, respectively.

5.5 OFFICE OF RIVER PROTECTION SAFETY AND HEALTH DIVISION RESPONSIBILITIES

The ORP Safety and Health Division (SHD) organization is responsible for the following:

- Administer the ORP FEOSH Program
- Monitor implementation of the FEOSH Program
- Assist the FEOSH Committee in the accomplishment of its assigned tasks

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- Coordinate the inspection of space occupied by ORP employees at least annually
- Maintain a staff of adequately trained safety specialists for implementing the ORP FEOSH Program
- Assist supervisors with completion of EJTAs
- Track and trend safety and health data for the federal workforce
- Verify adequacy of corrective action closures
- Investigate and report unsafe/hazardous conditions
- Assist management and supervisors in the implementation of the Chronic Beryllium Disease Prevention Program
- Develop memoranda of understanding (MOU) with external organizations (e.g., General Services Administration, General Support Service Contractors, etc.) and address FEOSH concerns with building conditions
- Provide SMEs in radiation protection, industrial hygiene, or occupational safety in the execution of the ORP FEOSH Program.

5.6 FEDERAL EMPLOYEE OCCUPATIONAL SAFETY AND HEALTH COMMITTEE RESPONSIBILITIES

The FEOSH Committee is responsible for the following:

- Oversee the implementation of the FEOSH Program
- Develop FEOSH goals for ORP
- When requested, provide periodic status reports to ORP management on the effectiveness of the FEOSH Program
- Review internal/external evaluation reports and make recommendations as necessary.

5.7 DISCIPLINARY STATEMENT

As stated in DOE O 3750.1, *Work Force Discipline*, and the ORP Collective Bargaining Agreement (where appropriate), disciplinary action may be taken if ORP employees fail to carry out safety responsibilities or fail to work in a safe manner including complying with safety requirements. Disciplinary actions can range from oral admonishment to removal. See the *Disciplinary and Adverse Actions* procedure on the DOE Richland Operations Office RL Information Management System (RIMS) Web site under Human Resources Management System, Employee Relations.

5.8 PERFORMANCE EVALUATION

The Performance Management Program (located on the DOE Richland Operations Office Web site under human resources) is maintained by human resources staff and applies the requirements of 29 CFR 1960. Specifically, the performance evaluation of ORP managers and supervisors

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includes occupational safety and health factors consistent with assigned responsibilities and authority, taking into consideration applicable human resource regulations.

5.9 REPRISALS

ORP employees are protected from any act of restraint, interference, coercion, or discrimination for exercising rights under Executive Order 12196 and 29 CFR 1960, or for participating in ORP's FEOSH Program. ORP employees should seek relief when it is perceived that reprisal or retaliation has occurred. Experience has shown that many situations leading to reprisal or the appearance of reprisal are generated by a breakdown in communications. Most situations can and should be resolved by open, forthright dialogue between affected parties. ORP employees are encouraged to first address situations of potential reprisal or retaliation through their existing management system informally.

ORP employees can also raise the issue through human resources staff, the FEOSH Safety and Health Committee, and the Employee Concerns Program. Additional options are defined in DOE O 342.1, *Grievance Policy and Procedures*. Further options for bargaining employees are in the ORP Collective Bargaining Agreement. Where the employee believes that reprisal or retaliation has occurred and no previous option has been satisfactory, legal relief is available through the DOE Headquarters Office of General Counsel.

6.0 FEDERAL EMPLOYEE OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

The FEOSH Committee is established to assist in providing, promoting, and developing a culture that promotes safe and healthful work practices by Federal employees. An ORP FEOSH Committee charter was created by the members to further define the FEOSH Committee's processes, procedures, and functions. The FEOSH Committee will meet at least quarterly and will issue minutes of each meeting. Copies of the minutes will be made available to ORP management and employees.

The ORP FEOSH Committee is organized and maintained to oversee and assist in implementing ORP's FEOSH Program. The purpose of the FEOSH Committee is to assist in maintaining an open channel of communication between ORP employees and management concerning occupational safety and health matters in workplaces occupied by ORP employees. The FEOSH Committee will also recommend safety and health program goals to senior management for approval and track ORP progress on achieving those goals. The FEOSH Committee provides a method by which ORP employees can use their knowledge of workplace operations to assist agency management in improving policies, conditions, and practices.

The FEOSH Committee also evaluates the effectiveness of the FEOSH Program at ORP. The FEOSH Committee makes recommendations for changes to the program, as needed, to improve its effectiveness. The ORP FEOSH Committee meets the provisions of Executive Order 12196, Section 1-3, and 29 CFR 1960.

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6.1 MEMBERSHIP

The ORP FEOSH Committee will have equal representation of management and nonmanagement employees who will be members of record. The ORP managers will select and designate, in writing, FEOSH Committee members from a list of volunteer employees representing management, nonmanagement, and bargaining personnel. The exclusive bargaining representative will have the right to recommend bargaining employees for appointment to the FEOSH Committee.

ORP management will select from the pool nominated by the bargaining unit. FEOSH Committee members should serve overlapping terms of at least two year duration. The FEOSH Committee chairperson will be nominated from the FEOSH Committee's members and will be elected by the FEOSH Committee members. Management and nonmanagement FEOSH Committee members should serve alternate terms. Maximum service time as FEOSH Committee chairperson will be two consecutive years.

6.2 SAFETY AND HEALTH PROGRAMS

6.2.1 Safety, Health, and Return-to-Employment Initiative

On January 9, 2004, President Bush announced the Safety, Health, and Return-to-Employment initiative directing federal agencies to establish goals and track performance in four major areas. Federal agencies are charged with lowering workplace injury and illness case rates, lowering lost-time injury and illness case rates, timely reporting of injuries and illnesses, and reducing lost days resulting from work injuries and illnesses.

Goals and performance targets have been set by each agency through collaboration with the U.S. Department of Labor (DOL) Office of Workers' Compensation Programs and OSHA. The DOL measures and tracks the performance of each agency. The DOL also works with Federal agencies to improve safety and health at high injury rate sites, to improve the timeliness of reporting claims through electronic and other means, and to guide agencies in providing suitable work.

The FEOSH Committee will monitor performance against the goals and keep ORP management informed if ORP is not achieving the goals. Should ORP fail to meet these goals, the FEOSH Committee will be responsible for developing an action plan for implementing compensatory measures.

6.2.2 Surveillances/Assessments, Abatement, and Accident Investigations

FEOSH safety and health specialists assist management in ensuring workplaces are free from recognized hazards and to verify compliance with standards, rules, and regulations. Inspections of space occupied by ORP employees will be conducted and documented at least annually by employees and/or FEOSH safety and health specialists qualified to recognize and evaluate hazards of the working environment and to suggest general abatement procedures. This would include inspecting contractor spaces where federal staffs are located (e.g., facility representative office space). These surveillances or assessments will be conducted using TRS-OA-IP-01, *Integrated Assessment Process*. Representatives of management and employees for a specific workplace

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(including a union representative, where appropriate) may accompany FEOSH safety and health specialists during the physical inspection of any workplace, including monitoring and measuring hazardous agents, to aid the inspection and to provide facility knowledge. FEOSH safety and health specialists are authorized to deny the right of accompaniment to any person whose participation interferes with a fair and orderly inspection.

FEOSH safety and health specialists should consult with employees concerning matters of safety or health to the extent deemed necessary for the conduct of an effective and thorough inspection. During the course of an inspection, employees will be afforded an opportunity to bring to the attention of the FEOSH safety and health specialist any unsafe or unhealthful working condition, which they have reason to believe exists in the workplace. FEOSH safety and health specialists must maintain proficiency in their safety and health training. FEOSH safety and health specialists will use the nearest OSHA office for interpretations as needed. Where there are workplaces containing information classified in the interest of national security or special nuclear material, access must be provided to FEOSH safety and health specialists who have obtained the appropriate security clearance.

Many federal employees have offices in contractor-owned/operated facilities that are inspected for life safety/fire protection under the contractor's fire protection and safety programs. Other federal employees occupy facilities (e.g., Richland Federal Building) that are not covered by the contractor's fire protection and safety programs. The ORP fire protection SME supports the FEOSH Program Manager in life safety inspections through surveillances of these facility spaces.

Abatement of hazards identified during the course of FEOSH inspections will be assigned to the appropriate entity during the course of the inspection. Abatement actions may range from an employee removing an unapproved appliance (e.g., space heater, ungrounded coffeepot, etc.) to the facility landlord performing facility modifications. The FEOSH safety representative will determine the appropriate abatement action and the cognizant supervisor will be responsible for initiating abatement. Abatement activities will be documented and closed out using the ORP Issues Management System.

DOE O 225.1B, *Accident Investigations*, defines the criteria for the different levels of accident investigations to be conducted for accidents involving DOE contractor personnel, equipment, and property. The same criteria applies to accidents involving federal employees.

6.2.3 Employee Job Task Analysis

ORP employees are required to have an EJTA that reflects hazard(s) the employee either is, or is likely to be, exposed to during routine work activities. In addition, the EJTA identifies essential job functions. It is completed by an employee's supervisor with the assistance of the industrial hygienist and reviewed with the employee. ORP supervisors should download the EJTA software from Software Distribution and obtain assistance from the SOMC in completing this responsibility.

Each supervisor should meet with their employees and a representative from the ORP safety organization and complete the electronic forms. After filling in required data and electronically signing the form(s), the form(s) goes to the SOMC, electronically. The SOMC determines what medical qualification and monitoring programs, if any, the employee must be in to comply with

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applicable regulations. It is recommended that supervisor and employee print out, review, and sign the EJTA annually. Retain copies of the signed EJTA.

EJTAs should be reviewed within 90 days of job transfers. An EJTA must be completed during the first month of employment and should be validated as soon as practicable after job assignment changes. EJTA data must be reviewed during the annual performance appraisal to ensure that the data is current. The human resources office advises ORP industrial hygienists of individuals who are no longer employed by ORP so they can revise the EJTA data. Access to the EJTA program can be obtained through the SOMC.

6.2.4 Health Evaluations

ORP employees are required to have a complete health evaluation prior to any job-related exposures to hazardous materials or environments. The purpose of the examination is to determine the employee's current health status, the employee's physical capabilities, and any required accommodations necessary for safe and healthy job performance. The SOMC conducts these examinations at no cost to the employee. The SOMC will schedule the examination based upon EJTA input to determine the scope of the examination.

ORP employees age 45 and over are offered complete health evaluations annually at no cost to the employee. Employees under age 45 are offered health evaluations on a space available basis. Employees who may have had exposures to hazardous materials during employment by DOE prior to 1998 are encouraged to complete the DOE Historic Health Exposure Questionnaire and submit it to the SOMC. During the next examination, the physician will review this information to determine if the voluntary periodic health maintenance examination frequency should be adjusted.

ORP employees who are absent from work for more than three consecutive workdays due to an occupational illness or injury are expected to submit either a health status report from a personal physician (obtained at the employee's expense) to the employee's supervisor stating that the employee is fit to work, or the employee must undergo a health evaluation at the SOMC at no cost to the employee. Employee may ask for an accommodation when a personal illness/injury condition exists. ORP highly encourages employees to request an accommodation if their personal condition warrants. Employees who are retiring or separating from a position where there is an associated health hazard will receive a separation exam at no cost to the employee. If the employee wishes to decline this examination, it is his/her responsibility to cancel the SOMC exam and notify his/her supervisor and human resources of this decision.

6.2.5 Employee Assistance Program

ORP recognizes employees as their most valuable resources. An Employee Assistance Program (EAP) is available to employees to assist with a wide range of personal situations. The EAP provides services to all federal employees, especially those whose job performance is impaired as a result of a medical-behavioral problem (e.g., alcoholism, drug abuse, mental health disorders, and personal crises). The service is free and confidential. The EAP is provided by the site occupational health contractor.

6.2.6 Vehicle Safety

6.2.6.1 Transportation Policy

If transportation is required to perform government business a general services administration pool vehicle is the preferred mode of transportation. If the general services administration car is not available, employees may voluntarily use their personally owned vehicle with prior management approval, and will be reimbursed for mileage at the prevailing rate. Alternate arrangements, such as conference calls or rescheduling, should be discussed with the employee's manager if motor vehicle transportation is not available.

Employees should not use bicycles, jogging, or other methods of transportation that might increase their risk of injuries to travel to other locations.

ORP employees will comply with the following safety requirements when operating government vehicles:

- Applicable laws and regulations, including having a valid driver's license and using safety belts
- Prior to starting a vehicle, inspect the area for hazards and the vehicle for observable damage.

Drivers must pull off the roadway to use cell phone unless using a hands free device and not a speaker phone. Employees who observe unsafe driving acts on the Hanford Site should report these acts, including license number or vehicle description, to the Patrol Operations Center at 509-373-3800.

6.2.7 Emergency Preparedness

All ORP employees, supervisors, and managers have a responsibility to know their proper course of action in the event of an emergency impacting their location. Prompt and correct action during emergencies is essential to minimize injuries, illnesses, and perhaps loss of life. Consistent with other aspects of the FEOSH Program, federal employees are responsible for knowing and following the contractor's emergency response procedures when in a contractor-controlled workspace. ORP staff should review emergency preparedness documentation (i.e., 2440 Stevens Place Emergency Response).

6.2.8 Chronic Beryllium Disease Prevention Program for Office of River Protection Employees

6.2.8.1 Purpose

10 CFR 850, "Chronic Beryllium Disease Prevention Program" (CBDPP), published December 8, 1999, requires employers to implement a program to manage and control worker beryllium exposures in order to reduce the number of exposures and ensure early detection of chronic beryllium disease.

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6.2.8.2 Applicability

ORP employees might conduct activities at Hanford facilities that present the potential for exposure to airborne beryllium particles. ORP employees may have been previously exposed to beryllium during work at Hanford or other DOE sites.

6.2.8.3 Status of Beryllium Facilities at Hanford

Several years ago, a baseline inventory of beryllium was conducted at Hanford facilities where beryllium articles were handled or where beryllium-related activities were conducted. Hanford beryllium facilities were identified through a review of industrial hygiene records and employee interviews. For each potential beryllium facility, a responsible Hanford contractor was established. The facility owner is responsible for samples and analysis to determine if beryllium is present in the facility, hazard assessments, and warning signs on the facility, if necessary. Sampling and analysis were conducted or are being conducted in facilities where beryllium was potentially used during past operations.

6.2.8.4 General Requirements

The ORP SHD organization is responsible for assisting employees in implementing the CBDPP and keeping track of CBDPP documentation and records. Assessments are periodically conducted by ORP to evaluate implementation of this plan by ORP employees and provide results of assessment(s) to line managers; safety and health staff; employees; and the American Federation of Government Employees, Local 788, upon request.

ORP managers are responsible for minimizing the potential that employees will be exposed to beryllium above the action level (i.e., no greater than 0.1 µg/m³, calculated as an 8-hour time-weighted average exposure as measured in the worker's breathing zone by personal monitoring), limiting the number of employees potentially exposed to beryllium, and minimizing the opportunity for exposure to beryllium. Supervisors must review their employees' job assignments to prevent ORP employees from being exposed to beryllium at or above the action level.

In the unlikely event that an exposure level for an ORP employee occurs at or above the action level, the responsible supervisor must prepare an exposure reduction and minimization plan for the next fiscal year in accordance with Section 25(b) of 10 CFR 850. This plan must be reviewed and approved by the AMTRS. ORP employees are expected to limit the time spent in any facility that has the potential for resulting in inhalation of beryllium in excess of background levels.

6.2.8.5 Beryllium Facility Inspections and/or Visits

ORP employees must comply with the "owning" contractor's CBDPP and facility-specific requirements for any suspect beryllium facility that is to be inspected and/or visited. Furthermore, ORP employees must not take or cause any actions to be performed by a Hanford contractor that are inconsistent with the requirements of 10 CFR 850.

6.2.8.6 Specific Program Requirements

Many of the specific program requirements of 10 CFR 850 do not apply or have limited applicability to ORP due to the type of activities performed by ORP employees (e.g., management, oversight, etc.). ORP employees must comply with the requirements of a Hanford

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contractor-approved CBDPP that must be in compliance with the requirements of 10 CFR 850. These requirements include, but are not limited to, Section 850.22 (permissible exposure limit), Section 850.23 (action level), Section 850.24 (exposure monitoring), Section 850.25 (exposure reduction and minimization), Section 850.26 (regulated areas), Section 850.27 (hygiene facilities), Section 850.28 (respiratory protection), Section 850.29 (protective clothing and equipment), Section 850.37 (training and counseling), and Section 850.38 (warning signs and labels).

ORP employees must comply with the requirements of Section 850.34 (medical surveillance), Section 850.35 (medical removal), Section 850.36 (medical consent), Section 850.37 (counseling), and Section 850.30 (beryllium registry) by using the services of the SOMC.

SOMC maintains medical records generated as a result of implementing the requirements of 10 CFR 850. The SOMC will update the beryllium registry as required by 10 CFR 850.39 on behalf of ORP.

6.2.8.7 Medical Surveillance Program

ORP employees who believe they may have been exposed to beryllium during DOE employment are encouraged to contact the SOMC to obtain additional information on beryllium sensitization and chronic beryllium disease and to determine the need for a medical evaluation. The SOMC maintains a list of beryllium-associated workers (i.e., workers who may have been exposed to beryllium).

Medical surveillance as specified in 10 CFR 850.34 will be performed by the SOMC for ORP beryllium-associated workers who voluntarily participate in the program. The SOMC, on behalf of ORP, will implement the medical consent (10 CFR 850.36) and provide counseling to ORP employees who are sensitized or have chronic beryllium disease (10 CFR 850.37). ORP safety and health organizations will provide information to the SOMC specified in 10 CFR 850.34(a)(5) for beryllium sensitized employees when the information is known.

The quantity of the specified information available for historical exposures of ORP employees is limited. ORP safety organizations are responsible for reporting beryllium sensitization, chronic beryllium disease, or any other abnormal condition or disorder caused or aggravated by occupational exposure to beryllium on the applicable OSHA reporting form.

6.2.8.8 Work Assignments

If the Site Occupational Medical Director determines that an ORP employee should not be exposed to beryllium because the employee is sensitized, has chronic beryllium disease, or has other signs or symptoms, then the employee’s supervisor is responsible for assigning work to the individual that will not result in exposure to beryllium above the limits established in the work restriction.

6.3 OFFICE OF RIVER PROTECTION WORKPLACE VIOLENCE PREVENTION PROGRAM

Workplace violence is a problem in today’s workforce. It can have devastating effects on organizational productivity and on the quality of life of employees and their families. Additionally, businesses are beginning to realize the high cost of even one violent incident and that

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no one is immune to acts of violence. Workplace violence, at times, is the result of gradually escalating behavior that is not challenged and stopped early. Violent, abusive, or threatening behavior will not be tolerated in the workplace. ORP will make every effort to prevent violent incidents in order to protect employees, the public, and federal property.

6.3.1 Purpose and Scope

The purpose of the Workplace Violence Prevention Program is to identify responsibilities and actions to be taken to help prevent workplace violence and to report and respond to incidents of workplace violence. The provisions of this program apply to ORP employees in their day-to-day dealings with each other, as well as with contractor or subcontractor employees, or visitors.

6.3.2 What Constitutes Violent Behavior

Violence is defined as the deliberate and wrongful violation, damage, or abuse of other persons, self, or property, and includes threats of violence. Acts of violence and threats thereof include, but are not limited to verbal (e.g., threats, harassment, abuse, and intimidation); nonverbal (e.g., gestures and intimidation); physical assault (e.g., hitting, pushing, shoving, kicking, and unwanted touching, or any other offensive physical contact); and other threats (e.g., written threats, arson, sabotage, vandalism, and stalking). It is important to note that all threats will be taken seriously.

6.3.3 Prevention

ORP supervisors, as well as employees, should be aware of abnormal behaviors exhibited by others that could be precursors to violent acts. Violence or the potential for violence can be mitigated if early signs of potential violence are dealt with effectively. Example reasons employees could make threats are as follows:

- Perception of being isolated or have difficulty forming bonds with people
- Frustration with job or personal life
- Changes in the degree of cooperation with coworkers or supervisors
- Belief that the employer is treating them unfairly or singling them out
- Blames a specific individual for their problems
- Volatility, impulsivity, little emotional control, and failure to consider the consequences of their actions
- Over sensitivity to perceived insults or threats
- Tendency to use violence to solve problems and to threaten when they feel threatened.

Supervisors should address these symptoms in a timely manner with the assistance of human resource staff. Employees are expected to provide initial notification in a timely manner to their supervisor or human resource representative of any incidents that they believe may constitute workplace violence or are a precursor to a violent act.

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6.3.4 Investigations

Once an incident of alleged workplace violence is reported (verbal and/or written), the designated human resources and safeguards and security representatives will:

- Immediately evaluate the severity of a reported issue
- Identify and manage the Incident Response Team (IRT)/Investigation Team and review the team's report
- Recommend appropriate action and/or disciplinary measures to management
- Support and assist individuals, coworkers, and families following an incident.

The IRT represents management during the full investigation process and collects facts from sources in order to assist the agency in reaching a conclusion. See the *Violence in the Workplace* procedure on the Richland Operations Office RIMS Web site under Human Resources Management System, Employee Relations for further reporting requirements.

6.4 RADIATION PROTECTION PROGRAM

ORP employees must follow the applicable contractor's radiological control requirements, including using PPE provided by the contractor for radiation protection when working in radiological areas and radiologically controlled areas. Radiological areas and radiologically controlled areas are identified on the Hanford Site by posted yellow signs with the standard magenta radiation-warning trefoil. Contractors establish radiological controls and manage the radiation hazards in accordance with their DOE approved Radiation Protection Program.

The requirements of 10 CFR 835, "Occupational Radiation Protection," identify how the contractor will control radiation hazards and occupational dose from ionizing radiation. ORP employees' occupational dose from ionizing radiation is monitored when working in radiological areas in accordance with the applicable contractor's Radiation Protection Program. Dosimetry requirements may include monitoring for external and/or internal dose. Dosimetry requirements are identified in the contractor's radiological work permits. Dosimetry requirements for federal staff are in the dosimetry services crosscutting process.

Management determines the need to place employees in the bioassay program based on work activities as determined by the contractor's Radiation Protection Program or radiological work permit. ORP employees, who in an official capacity visit a radiological site outside of DOE, must arrange to have all pertinent occupational radiological exposure data reported to the Hanford dose tracking service at Mission Support Alliance, LLC, within 30 days after determination of the dosimetry results.

ORP employees who have questions regarding radiation protection programs, monitoring requirements, dosimetry, or the contractors radiation protection programs may contact the ORP SHD radiation protection SME.

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6.5 MUSCULOSKELETAL DISORDER PROGRAM (ERGONOMICS)

ORP management has established a process to evaluate ergonomic adequacy of workplace settings to identify any potential negative impact to the comfort or long-term health of the employee. Assessments may be made of workstations, required movements, environment, and other factors that may be present in the employee’s immediate workplace. ORP employees who want an ergonomic evaluation of their workstation should complete the “Authorization for Ergonomic Assessment” and obtain their supervisor’s approval. The employee’s supervisor will forward the request to the SOMC. The SOMC will perform the evaluation for ORP employees. The supervisor is responsible for determining and implementing appropriate corrective actions based on results of the SOMC evaluation. Basic information on this subject is included in standard first aid training classes offered at Hanford. Employees and supervisors shall follow requirements in CPM-AAM-IP-16, *Government Purchase Card Use and Administration*, to order appropriate workstation equipment recommended from the ergonomic assessment.

6.6 BLOODBORNE PATHOGENS PROGRAM

ORP employees are not assigned duties requiring contact with blood or other potentially infectious materials. Nevertheless, first aid training is encouraged, and trained ORP employees voluntarily rendering first aid to victims should be aware of the hazards of bloodborne pathogens and precautionary measures.

6.7 PERSONAL PROTECTIVE EQUIPMENT

PPE includes clothing and other work accessories designed to create a barrier against workplace hazards. The primary protective equipment used by ORP employees consists of eye, head, hearing, and foot protection. The employee’s supervisor is responsible for ensuring appropriate protective equipment is available (e.g., safety shoes, prescription safety glasses, etc.) Safety equipment is not required for activities normally performed by Federal employees in office locations. ORP employees will be trained in the proper use of protective equipment when required. ORP employees will use equipment consistent with training and work assignment.

When employees need safety rated footwear or prescription safety glasses to perform their jobs safely, they are to be purchased locally by the division/organization needing the item(s) using the Government p-card (CPM-AAM-IP-16). Additional specialty PPE (e.g., cold-weather gear, special hearing protection, etc.) is to be purchased in this manner as well. When employees need any such PPE, the employee must initiate the “U.S. Department of Energy – Hanford Purchase Authorization Form for Personal Protective Equipment” (ORP version) and follow the form steps, including complying with the limitations and requirements included on the form.

The use of PPE is mandatory when such protective equipment has been specified for certain work activities or areas. ORP employees are responsible for complying with the PPE requirements of the specific contractor responsible for the area, operation, or facility being visited. ORP exceeds Waste Treatment and Immobilization Plant and tank farm contractor site requirements with respect to protective footwear. Federal employees performing fieldwork are required to wear safety-rated footwear certified as ASTM F2413-11, *Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear* or ANSI Z41 PT 99, *Protective Footwear Standards*.

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Substantial footwear is not acceptable. Areas requiring specific PPE are identified by posting or by contractor's activity level hazard analysis (i.e., job hazard analysis, job safety analysis, etc.). ORP employees must exercise caution when approaching any barrier/warning.

The requirements for a respiratory protection program are included in 29 CFR 1910.134, "Respiratory Protection." ORP implements these requirements by requiring ORP employees to medically qualify to wear a respirator as determined by the SOMC, have a fit test in accordance with Hanford contractor processes, and receive training to wear a respirator by participating in Hanford contractor training classes. The ORP safety organizations perform the respiratory protection program administrative functions for their respective organizations to ensure regulatory compliance with 29 CFR 1910.134 by performing periodic oversight of the contractor's respiratory protection program.

6.8 SAFETY AND HEALTH TRAINING

Safety and health training is designed to meet the requirements of 29 CFR 1960, Subpart H, "Training"; DOE O 440.1B; and ultimately to improve ORP employees' knowledge so that they can perform their assigned functions safely. Safety awareness training that satisfies the requirements of 29 CFR 1960 for federal employees is available at the Energy Online Learning Center. Federal employees whose job requires entry into areas with radiological, industrial safety or health hazards will take Hanford General Employee Training (HGET) as a minimum. Employees and their supervisors using the EJTA process will determine the appropriate training based on the employees' job duties. HGET is required if it is determined that the employee needs unescorted access to contractor controlled facilities.

6.9 REPORTING, RECORDS, AND INTERFACES

6.9.1 Reporting Hazardous or Unsafe Working Conditions

Federal employees have several avenues for reporting hazardous conditions. If the hazardous conditions are in their work areas, they should report the hazards to their supervisor. Alternative methods include input to the Issues Management System, notifying the safety official identified on the poster located in the work area, notifying the ORP safety organization representative, or following ORP's dispute resolution or employee concerns program crosscutting processes. ORP employees are expected and encouraged to raise concerns through their supervision as the preferred channel.

Upon receipt of reports of hazardous or unsafe conditions, the supervisor should notify the ORP safety organization within eight working hours. An unsafe condition report should be entered into the log maintained by the ORP safety organization. Copies of the reports should be provided to the FEOSH Committee. The log includes a sequentially numbered case file, coded for identification, date, time, location of condition, brief description of the condition, classification (i.e., imminent danger, serious, or other) and date, and nature of actions taken.

An ORP safety representative must conduct an inspection within 24 hours for employee reports of imminent danger (defined in 29 CFR 1960) conditions, within three working days for potentially serious conditions and within 20 working days for other than serious safety and health conditions.

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Qualified safety and health personnel should conduct these inspections. An inspection may not be necessary if the hazardous condition can be abated immediately through normal management action. An inspection or investigation report must be made available to the employee making the report within 15 days after completion of the inspection for safety violations or within 30 days for health violations, unless there are compelling reasons. ORP safety organizations will be made aware of any safety and health concerns involving federal employees expressed through the employee concerns processes.

If the hazardous condition is in a Hanford contractor-managed facility, the ORP safety staff will notify the appropriate facility representative and contractor representative (e.g., facility manager, safety manager) that an unsafe condition exists. Typically posters in contractor facilities will include the name of an individual to contact or advise your contractor point of contact. ORP safety staff can be contacted for assistance and resolution of safety concerns in contractor facilities.

Assessments that identify occupational hazards and deficiencies (e.g., the control of hazards or validations of compliance) must be documented as to what was observed and actions taken. Findings identified in surveillances or assessments must be documented in accordance with ORP approved procedures (e.g., TRS-OA-IP-01).

6.9.2 Reporting Accident/Injury or Vehicle Loss/Damage

ORP employees sustaining a work-related injury, illness, or vehicle accident are required to notify their supervisor as soon as possible. Employee supervisors, with assistance from the employee when possible, are required to document work-related fatalities, injuries, illnesses, and vehicle accidents within six working days of injury/incident on the "Individual Accident/Incident Report" (form DOE F 5484.3, available on Hanford Site Forms¹ by typing CAIRS in the 'Title' box). The supervisor is required to immediately report all work related injuries and illnesses to the FEOSH program manager for screening to determine OSHA recordability.

The threshold for reporting vehicle damage is greater than \$1,000 and includes privately owned vehicles operated while on official business, and government owned, rented, or leased vehicles. Copies of the completed form must be provided to the ORP safety organization.

In addition, for work-related injuries, the supervisor and employee are required to complete a "Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation" (CA-1) form to record work-related injuries or a "Federal Employee's Notice of Occupational Disease and Claim for Compensation" (CA-2) form to record work-related diseases. For work-related employee death, the supervisor is required to complete "Official Superior's Report of Employee's Death" (CA-6) form. These forms are available through human resources.

The employee is required to submit the completed CA-1 or CA-2 form to their immediate supervisor within 30 days following injury or disease diagnosis. The supervisor must submit the form within 10 working days following receipt of form from the employee. The CA-6 form is required to be completed within 10 working days after knowledge by supervisor of an employee's

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work-related death. The supervisor submits the completed forms to the human resources organization for processing.

Note: Employees with musculoskeletal disorder or carpal tunnel syndrome should complete the CA-2 form when a physician has diagnosed the condition.

6.9.3 Accident/Incident Reports and Log and Summary of Occupational Injuries and Illnesses

For accident/incident reports and log and summary of occupational injuries and illnesses (OSHA No. 200 or 300) the ORP staff should contact the SHD FEOSH Program Manager.

6.9.4 Records Maintenance

Records are maintained in accordance with DOE O 200.1, *Information Management Program*. See Chapter 8.0 for further information.

6.9.5 Workplace Violence Reports

Reports of workplace violence and investigations thereof must be kept confidential to the extent possible in accordance with the *Privacy Act of 1974*. Confidentiality is provided to parties involved in the incident, where appropriate. Reports and investigations of workplace violence will be restricted to those with a need to know. Records of incidents, IRT reports, and investigation team results will be maintained by human resources staff in accordance with DOE O 200.1.

6.9.6 Information Dissemination

ORP employees are made aware of their occupational safety and health rights and responsibilities through a conspicuous posting of the DOE worker protection poster in each building routinely occupied by five or more federal employees. Information included on the poster includes management responsibilities, employee responsibilities, and rights of employees and their representatives. ORP safety organizations periodically verify that the posters have not been altered, defaced, or covered with other material.

6.9.7 Interface with General Services Administration, Other Federal Agencies, and Site Contractors

In those situations where ORP employees occupy workspaces that are under the management of the General Services Administration or other management entities including site contractors, ORP safety organizations should develop MOUs, letters of direction, or other contracting vehicles to clearly describe each organizations' safety and health responsibilities. These agreements will allow for proper hazard communications, and periodic inspections by ORP FEOSH safety and health specialists, and provide for the repair and renovation of occupied facilities when appropriate. Similar MOUs should be developed with General Services Administration if safety and health responsibilities are not clearly defined in contracts.

7.0 REFERENCES

10 CFR 835, "Occupational Radiation Protection," *Code of Federal Regulations*, as amended.

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- 10 CFR 850, "Chronic Beryllium Disease Prevention Program," *Code of Federal Regulations*, as amended.
- 29 CFR 1910.35, "Compliance with Alternate Exit-Route Codes," *Code of Federal Regulations*, as amended.
- 29 CFR 1910.134, "Respiratory Protection," *Code of Federal Regulations*, as amended.
- 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records," *Code of Federal Regulations*, as amended.
- 29 CFR 1960, "Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters," *Code of Federal Regulations*, as amended.
- ANSI Z41 PT 99, 2005, *Protective Footwear Standards*, American National Standards Institute, Washington, District of Columbia, <<http://www.ansi.org>> (February 2014).
- ASTM F2413-11, *Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear*, ASTM International, West Conshohocken, Pennsylvania, <<http://www.astm.org>> ,May 2013.
- CPM-AAM-IP-15, 2012, *Motor Vehicles (Government)*, Rev. 3, U.S. Department of Energy, Office of River Protection, Richland, Washington, October 24.
- CPM-AAM-IP-16, 2013, *Government Purchase Card Use and Administration*, Rev. 2, U.S. Department of Energy, Office of River Protection, Richland, Washington, March 5.
- DOE-0343, 2013, *Hanford Site Stop Work Procedure*, Rev. 3, U.S. Department of Energy, Office of River Protection, Richland, Washington, November 21.
- DOE O 200.1, 1996, *Information Management Program*, U.S. Department of Energy, Washington D.C., September 30.
- DOE O 225.1B, 2011, *Accident Investigations*, U.S. Department of Energy, Washington D.C., March 4.
- DOE O 342.1, 2006, *Grievance Policy and Procedures*, U.S. Department of Energy, Washington D.C., February 2.
- DOE O 440.1B, 2007, *Worker Protection Program for DOE (Including the National Nuclear Security Administration) Federal Employees*, U.S. Department of Energy, Washington, D.C., May 17.
- DOE O 3750.1, 1983, *Work Force Discipline*, Chg 6, U.S. Department of Energy, Washington D.C., March 23.
- Executive Order 12196, 1980, *Occupational Safety and Health programs for Federal Employees*, Presidential Documents, National Archives, February 26.

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Labor-Management Relations, 5 USC 71, et seq., as amended.

MGT-PM-PL-02, 2013, *Safety Management Functions Responsibilities and Authorities (FRA) for the U.S. Department of Energy, Office of River Protection*, Rev. 6, U.S. Department of Energy, Office of River Protection, Richland, Washington, February 27.

United States Office of Workplace Management, 1998, *Office of Personnel Management's Dealing with Workplace Violence – A Guide for Agency Planners*, Office of Workforce Relations, February.

Privacy Act of 1974, 5 USC 552a, Public Law 93-579, 88 Stat. 1896, as amended.

TRS-OA-IP-01, 2014, *Integrated Assessment Process*, Rev. 8, U.S. Department of Energy, Office of River Protection, Richland, Washington, February 5.

TRS-QSH-IP-08, 2013, *Records Management*, Rev. 2, U.S. Department of Energy, Office of River Protection, Richland, Washington, May 29.

U.S. Department of Energy, Richland Operations Office, *Disciplinary and Adverse Actions*, Employee Relations, Human Resources Management System, RL Information Management System (RIMS) Web site, <http://www5.rl.gov/rw_DOE/DOERL/> (February 2014)

U.S. Department of Energy, Richland Operations Office, *Violence in the Workplace* procedure, Employee Relations, Human Resources Management System, DOE Richland Operations Office RL Information Management System (RIMS) Web site, <http://www5.rl.gov/rw_DOE/DOERL/> (February 2014).

U.S. Department of Energy, Richland Operations Office/Office of River Protection and the American Federation of Government Employees, Local 788, Collective Bargaining Agreement.

8.0 RECORDS

The following records generated by this procedure will be controlled and maintained by the generating organization.

Table 1. Records Table. (2 pages)

Record Description	QA Record Y/N	QA Record Retention L/NP	Responsibility For Submittal
Training and Qualification Records	Y	L	TRS
Employee Job Task Analysis	N	N/A	Supervisor
Memorandum of Understanding	N	N/A	TRS
Status Report to Management	N	N/A	FEOSH Chair
FEOSH Charter	N	N/A	FEOSH Chair

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Table 1. Records Table. (2 pages)

FEOSH Minutes	N	N/A	FEOSH Chair
Action Plan	N	N/A	FEOSH Chair
Exposure Reduction and Minimization Plan	N	N/A	Supervisor
OSHA Reporting Forms	N	N/A	TRS
Unsafe Condition Report	N	N/A	TRS
Investigation Report	N	N/A	TRS
Individual Accident/Incident Report	N	N/A	TRS
Notice of Traumatic Injury (CA-1 form)	N	N/A	TRS
Claim for Compensation (CA-2 form)	N	N/A	TRS
Supervisor's Report of Employee Death	N	N/A	TRS
Letter of Direction, Other Vehicles	N	N/A	TRS

FEOSH = Federal Employee Occupational Safety and Health
L = lifetime.
NP = nonpermanent.
ORP = U.S. Department of Energy, Office of River Protection.
OSHA = Occupational Safety and Health Act

The identified records shall be processed and maintained in accordance with the ORP program for records management (TRS-QSH-IP-08, *Records Management*).