



**Y-12 Site Office
Contract Management Plan
For
Contract No. DE-AC05-00OR22800
With
B&W Y-12, LLC**

Author:

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NNSA Y-12 Site Office**

2/20/08

Date

Concurrence:

**Joseph Waddell, Deputy Director
Acquisition & Supply Chain Management**

5/5/08

Date

Approval:

**Theodore D. Sherry, Manager
NNSA Y-12 Site Office**

5/21/08

Date



COORDINATION & APPROVAL DOCUMENT

TITLE OF DOCUMENT: Contract Management Plan	Document No. DE-AC05-00OR22800
	Subcontract Number
DESCRIPTION: Local Plan to manage the M&O contract	Department: Y-12 Site Office
	Division:
	POC Name and Telephone Number Sam Gaines, 865-576-0401 Jill Albaugh, 865-576-0760

You are requested to review the attached document and indicate your coordination/approval in the space provided. Comments/Non-concurring statements should be attached on a separate sheet. Check appropriate box for comments.

COORDINATING/APPROVING OFFICE	ORDER	SIGNATURE	COMMENTS ATTACHED?	DATE
CMP Editor/Writer, Sam Gaines	P-1	<i>Sam Gaines</i>		2/20/08
Site CO—J Albaugh	C-2	<i>Jill Albaugh</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>4 stickers indicate comments</i>	2/19/08
Acting AM for Admn—T. Olberding	C-3	<i>T. Olberding</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2/22/08
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			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	

LEGEND FOR ORDER: The numbers reflect the order in which to accomplish the review and coordination.

- P-Preparation:** prepares the document
- A-Approval:** affixes signature as the approving official
- C-Coordination:** coordinates & reviews
- S-Signature:** signs/executes the document

United States Government

Department of Energy

National Nuclear Security Administration

memorandum

DATE: **April 24, 2008**

REPLY TO

ATTN OF: Y12-10:Gaines

SUBJECT: **Y-12 SITE OFFICE PROPOSED CONTRACT MANAGEMENT PLAN**

TO: Joseph F. Waddell, Deputy Director, Office of Acquisition and Supply Management, NA-63,
FORS

In accordance with National Nuclear Security Administration (NNSA) Policy Letter BOP-003.0304R5, "NNSA Headquarters Approval of Contract Actions Process (CAP)," the Y-12 Site Office proposed Contract Management Plan is attached for your review and approval. Following your approval, please return the signed document to me for final approval. A copy of the final document, with all signatures attached, will subsequently be transmitted to you.

Please contact S. L. Gaines of my staff at (865) 576-0401, if you have any questions.



Theodore D. Sherry
Manager
Y-12 Site Office

Attachment:
As Stated

CC:
S. Gaines, Y12-10, YSO



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Contract No. DE-AC05-00OR22800
With
B&W Y-12, L.L.C.**

Author:

**Jill Albaugh, Contracting Officer
NNSA Y-12 Site Office**

Date

Concurrence:

**Joseph Waddell, Deputy Director
Acquisition & Supply Chain Management**

Date

Approval:

**Theodore D. Sherry, Manager
NNSA Y-12 Site Office**

Date

Table of Contents

1.0	Introduction.....	4
2.0	Purpose.....	4
2.1	Applicability.....	5
2.2	Updates and Distribution.....	5
3.0	Contract Summary.....	5
3.1	Contract Summary.....	5
3.2	Contract Number.....	6
3.3	Period of Performance.....	6
3.4	Total Contract Value.....	6
3.5	Contractor.....	6
3.6	Estimated Annual Funding.....	6
3.7	Contract Scope.....	6
4.0	Organizational Roles And Responsibilities.....	7
4.1	National Nuclear Security Administration.....	7
4.2	NNSA Administrator.....	8
4.3	Y-12 Site Office.....	8
5.0	Contracting Authorities, Delegations, and Limitations.....	9
5.1	Senior Procurement Executive (SPE).....	9
5.2	Head of the Contracting Activity (HCA) and Authority.....	10
5.3	Contracting Officer (CO).....	10
5.4	Contracting Officer’s Representative (COR).....	11
5.5	Functional Expert.....	12
5.6	Other Support.....	12
6.0	Communication Protocols.....	12
6.1	Public Communications.....	13
6.2	Formal Communications.....	13
6.3	Informal Communications.....	13
7.0	Contract Performance Management.....	13
7.1	Planning and Programming.....	13
7.2	Budgeting and Work Authorization... ..	14
7.2.1	Budget.....	14
7.2.2	Work Authorization Process... ..	15
7.3	Execution/Evaluation (Contractor Appraisal Process).....	16
7.3.1	General Approach.....	16
7.3.2	Contractor Evaluation Approach.....	16
7.3.3	Provisional Fee Payment Agreement.....	16
7.3.4	Performance Evaluation Plan (PEP).....	17
7.3.5	Performance Period.....	17
7.3.6	Performance Analysis Matrix (PAM).....	17
7.3.7	Performance-Based Incentive Fee (PBI).....	20
7.3.8	Change Control.....	20
7.3.9	Performance Evaluation Report (PER).....	20
7.3.10	Contractor Self-Assessment.....	21

8.0	Feedback and Improvement.....	21
8.1	Integrated Safety Management System (ISMS).....	21
8.2	Integrated Management and Tracking Program.....	22
	8.2.1 Identification of Issues Requiring Tracking.....	22
	8.2.2 Issues Communication and Action Tracking.....	22
	8.2.3 Issues Closeout and Validation.....	22
8.3	YSO Assessment Program.....	23
8.4	Oversight/Surveillance.....	23
8.5	Contractor Assurance System.....	24
9.0	Deliverables.....	27
10.0	References.....	27

Appendix 1 – Contract Clause Summary Matrix

Appendix 2 – Procedures Table of Contents

1.0 Introduction

The Y-12 National Security Complex (Y-12) is a Government-owned facility that supports national security programs through production of weapons components and parts; stockpile evaluation and maintenance; stockpile surveillance; dismantlement; and nuclear materials management, storage, and disposition. The facility is located in Oak Ridge, Tennessee on approximately 800 acres within the Oak Ridge Reservation in Bear Creek Valley. The National Nuclear Security Administration's (NNSA) Y-12 facilities consist of over 5 million square feet in approximately 380 buildings including 13 major production facilities.

Y-12 is one of several production plants that are critical to the Nation's Stockpile Stewardship Program. Its primary mission is the manufacturing of modern secondaries and processing and storage of highly enriched uranium. In performing its mission the facility must closely interact with other production plants and design laboratories in the Nuclear Weapons Complex (NWC), other Department of Energy (DOE) offices (such as Headquarters (HQ) and NNSA Site Offices) and numerous other organizations, including the Defense Nuclear Facilities Safety Board and the State of Tennessee.

The challenges facing the facility are to have a balanced nuclear weapons complex workload, a modern integrated complex with unique and interdependent facilities; an operationally ready state-of-the-art production capability (efficient, agile, responsive, streamlined); and a stimulating work environment to attract and retain a workforce with the required technical skills and capabilities.

In achieving its responsibilities, NNSA has authorized the Y-12 Site Office (YSO) with the oversight of day-to-day operations of Y-12, performance evaluation of the management and operating (M&O) contractor, and coordination of DOE/NNSA program sponsor requirements.

2.0 Purpose/Applicability/Updates and Distribution

Purpose: This Contract Management Plan (CMP) defines the contract administration process and various sub-processes, and their integration, to assure that the terms of the contract are met by the contractor and NNSA. It summarizes in a single document how Y-12 contract oversight responsibilities are conducted. The CMP does not identify every action that the government or contractor must complete or perform, but rather sets forth the higher level contract requirements, deliverables, and performance activities. The CMP references other YSO contract oversight tools that have been, or will be, implemented such as the Contractor Assurance System, YSO Functions, Responsibilities, and Authorities Manual; prime contract clauses; the Performance Analysis Matrix (PAM); and the annual Performance Evaluation Plan (PEP). Overviews of the processes are discussed in the following sections.

Administration and oversight of the Y-12 contractor is based on the (1) terms and conditions of the contract, (2) Federal Acquisition Regulations (FAR), (3) Department of Energy Acquisition Regulations (DEAR), (4) NNSA Procurement Directives and (4) other applicable laws, rules, and regulations. The CMP provides overall guidance to employees involved with the oversight of the Y-12 contract. The CMP is a flexible contract administration tool, and will be updated as changes occur in the contract oversight process. A key component of effective contract management under the CMP is the use of a team approach of NNSA/HQ, YSO, and contractor staff focused on the common goal of successful contract performance. The CMP:

- Summarizes NNSA employees' involvement with the management and administration of the contract;
- Identifies lead and support contract administration responsibilities;
- Identifies deliverables and actions that are critical to achieving success and complying with regulatory and contract requirements;
- Provides a high level overview in how the contract is to be administered;
- Summarizes the purpose, scope, features, and requirements of the contract;
- Defines the roles and responsibilities of the organizations involved in the administration of the contract;
- Discusses the contracting authorities, delegations, and limitations of authorities;
- Identifies how work is assigned or authorized; and
- Outlines the contract management process including planning, execution, evaluation, fee determination, and improvement.

2.1 Applicability: The Contract Management Plan is applicable for the administration of contract number DE-AC05-00OR22800, an M&O contract with B&W Y-12, L.L.C.

2.2 Updates and Distribution: The YSO Contracting Officer (CO) has responsibility for updating the CMP, and will revise the plan periodically, as needed, based on contract modifications or other contract administration changes. YSO is ISO 9001-2000 certified, and the plan will be reviewed and updated on a regular basis in accordance with the strict ISO standards. A copy of the plan will be included in the official contract file, and will also be available on the YSO website

3.0 Contract Summary

3.1 Contract Summary: The Y-12 contract was competitively awarded to BWXT-12 in calendar year 2000. At that time the Y-12 site was managed and operated by Lockheed Martin Energy Systems. The new contract was signed on August 31, 2000, and a 60-day transition period began. The base period ran through September 30, 2005. A five year option was exercised, extending the period of performance through September 30, 2010.

3.2 Contract Number: DE-AC05-00OR22800
(<https://home1.y12.doe.gov/contracts/pdf/conformed-10162007.pdf>)

3.3 Period of Performance: August 31, 2000, through September 30, 2010, which includes the 2 month transition period. The contractor assumed responsibility for the Scope of Work on October 1, 2000. The five year option in the original contract was exercised on September 30, 2005.

3.4 Total Contract Value: Approximately \$6 billion.

3.5 Contractor: B&W Y-12, L.L.C. Team Members: A partnership between Babcock and Wilcox Technologies, Inc. (51 percent) and Bechtel National, Inc. (49 percent).

3.6 Estimated Annual Funding: The primary funding office for Y-12 comes from the NNSA Program Offices. Other funding is obtained from the Work for Others (WFO) Program. In Fiscal Year 2005 WFO Federal agencies funding was \$6.79M. The bulk of this work was for the Navy, Department of Homeland Security, and the Defense Logistics Agency. Funds in agreements from other DOE/NNSA contractors were just over \$27M in fiscal year 2005. The Y-12 budget:

FY 2007 - \$700M
FY 2008 - \$810M
FY 2009 - \$800M
FY 2010 - \$803M

The NNSA constitutes approximately 98% of all the funding for Y-12.

3.7 Contract Scope: The Statement of Work (SOW) in the Section C.2 clause entitled "WORK REQUIREMENTS" is broad and encompassing in order to reflect all necessary operational functions as well as management functions necessary to manage the Y-12 Nuclear Security Complex (NSC) and perform the National Defense missions which are assigned to that facility. The SOW further includes all infrastructure management and maintenance; human resource management including critical skills recruitment and retention; environmental management; health, safety and security systems; and purchasing and other administrative systems.

The overall performance objectives (some of which have been completed) of this contract are:

- Successfully restart enriched uranium operations in accordance with established schedule, technical scope and budget (complete);
- Ensure a safe, secure and reliable nuclear weapons stockpile through stockpile evaluation, maintenance, quality evaluation, enhanced surveillance capabilities

- and management of retired weapons;
- Develop by FY 2005 a fully integrated material management system including the completion of the Highly Enriched Uranium (HEU) storage facility and capability to produce new material (complete);
- Develop the capability to deliver a first production-unit secondary within 36 months of receiving a request; and
- Using Advanced Design and Production Technologies (ADaPT), deliver qualified stockpile life extension program refurbishment products upon demand, at one-half the current cost, one-half the current time, and zero stockpile defects, by 2005.

In order to achieve the above results, the contractor is expected to move to a higher level of performance throughout the term of the contract by making the following process enhancements:

- Demonstrate a culture of continuous improvement for Y-12 disciplines (such as disassembly and assembly of nuclear weapon components, conduct of operations, authorization bases, configuration control, technical basis, project management, product quality) through the application of appropriate performance-based metrics and rigorous self-assessment;
- Implement world class business practices such that the full set of manufacturing and evaluation operations can be performed on any weapon component at any time;
- Improve integration, partnering, and support among the NWC Contractors to promote early on-site problem solving and assist in NWC site issues, consolidation of business elements, and cost efficiencies;
- Develop and deploy effective, visionary strategic planning which is in alignment with the Department's missions and goals, and factors in changing budgets and technical and regulatory requirements;
- Through effective human resource management of the changing workforce, ensure the availability of critical skills and capabilities as needed; and
- Ensure that the infrastructure and facilities are operationally safe, secure, compliant, and that an acceptable defined level of readiness is sustained to meet programmatic requirements.

4.0 Organizational Roles and Responsibilities

4.1 National Nuclear Security Administration: Established by Congress in 2000, NNSA is a semi-autonomous agency within the DOE responsible for enhancing national security through the military application of nuclear energy. NNSA maintains and enhances the safety, security, reliability and performance of the United States (U.S.) nuclear weapons stockpile without nuclear testing; works to reduce global danger from weapons of mass destruction; provides the U.S. Navy with safe and effective nuclear propulsion; and responds to nuclear and radiological emergencies in the U.S. and abroad. It is comprised of three Deputy Administrator organizations: NNSA Program Office (formerly known as Defense Programs), Nonproliferation (NN), and Naval Reactors. NNSA discharges its responsibilities for national security,

in part, through the conduct of activities in a number of scientific and technical areas at highly specialized production and research facilities owned by the U.S. Government, and managed and operated by contractors. The Y-12 facility is one of eight sites making up the NWC, and it primarily supports the Program Office.

4.2 NNSA Administrator: The Under Secretary for National Security (NA-1) for DOE serves as the Administrator for NNSA. The Administrator has authority over, and is responsible for, all programs and activities of the Administration (except for the functions of the Deputy Administrator for Naval Reactors), including the following:

- Strategic management
- Policy development and guidance
- Budget formulation, guidance, and execution, and other financial matters
- Resource requirements determination and allocation
- Program Management and direction
- Safeguards and security
- Emergency Management
- Integrated safety management
- Environment, safety, and health operations
- Administration of contracts, including the management and operations of nuclear weapons production and national security laboratories
- Intelligence
- Counterintelligence
- Procurement of services of experts and consultants in accordance with Section 3109 of Title 5, United States Code
- Legal matters
- Legislative affairs
- Public affairs
- Liaison with other elements of DOE and with other Federal agencies, state, tribal and local governments, and the public

These responsibilities are executed pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011, et seq.), the DOE Organization Act, as amended (42 U.S.C. §§ 7101, et seq.), Public Law 106-65 (50 U.S.C. §§ 2401, et seq.), and other applicable laws.

4.3 Y-12 Site Office: An organization chart and discussion of organizational responsibilities is addressed at YSO-1.2 of the Y-12 Site Office Operating Procedures Manual. Section YSO-1.2 may be found at <https://www-internal.y12.doe.gov/nadp/Procedures.html>. The Y-12 Site Office Functions, Responsibilities, and Authorities Manual (FRAM), YSO M 411.1-E1, <https://www-internal.y12.doe.gov/nadp/Training.html> defines YSO functions, responsibilities, and authorities for programmatic requirements of the contract and ensuring day-to-day operations are conducted in a safe, secure, and environmentally sound manner. The

FRAM describes the roles and responsibilities of YSO organizations and reflects accountability for safety management. It incorporates quality assurance roles and responsibilities. It also defines a safety and security management approach to managing mission work, including the work associated with maintaining a safe, secure, and reliable nuclear weapons stockpile. Management systems and processes have been established at YSO to ensure a structured contract oversight program of the M&O contract through the programs and systems described below. Another key document is the Management System Description/Quality Assurance Program, (<https://www-internal.y12.doe.gov/nadp/Training.html>). This document describes the YSO quality management system and serves as a communication tool (internal and external) by providing a comprehensive high-level system description of processes and responsibilities. It describes the YSO current conditions and actions planned or in progress as part of YSO's continuous improvement process.

5.0 Contracting Authorities, Delegations and Limitations

In accordance with, BOP-003.0303, “NNSA Contracting Authorities,” authority and responsibility to contract for authorized supplies and services are vested in the Administrator (NA-1). The Administrator has delegated Senior Procurement Executive authority to the Director, Office of Acquisition and Supply Management (NA-63) (OASM). In this capacity, the Senior Procurement Executive has the authority to designate any Head of the Contracting Activity (HCA) within the Administration. The Deputy Director, OASM, has been designated as an HCA. A further delegation of certain HCA authority has been made to the Associate Director, Office of Business Services at the NNSA Service Center. The HCA has the authority to issue and revoke CO warrants. Below the level of the HCA only warranted COs may obligate NNSA by entering into contracts and financial assistance instruments.

Authority to direct the NNSA contractor is based on formal appointments and delegations. Staff and oversight components of NNSA are prohibited from tasking contractors to perform any work or activity unless they have been specifically provided with this authority. Only a warranted NNSA CO may task a contractor to perform new work and/or alter the scope of work, or add funds within the limitations of their individual warrants.

The NNSA Administrator’s procurement authorities and responsibilities flow through the Senior Procurement Executive to the HCA who, by issuing a warrant, grants procurement authority and responsibility to a CO. NNSA COs for Headquarters, the Service Center and the Site Offices are appointed by the HCA.

5.1 Senior Procurement Executive (SPE): The NNSA SPE is delegated full contracting authority by NA-1. The SPE has the authority to appoint the HCA and COs. Organizationally, the SPE resides in NA-63. The SPE oversees NNSA’s contracting and financial assistance system and is a Contracting Officer solely by virtue of the position. The SPE’s specific duties include:

- Provides overall management direction of the Administration’s acquisition and

- financial assistance, and site offices;
- Oversees the development of acquisition and financial assistance policy, goals, guidelines, and innovations;
- Measures and evaluates Service Center and Site Office performance against acquisition and assistance goals;
- Ensures career development of the acquisition workforce;
- Approves justifications for other than full and open competition if the amount exceeds \$25,000,000;
- Participates with the Office of Small and Disadvantaged Utilization and other elements in NNSA to establish small business goals;
- Assigns contracting functions and responsibilities to another agency, and creates joint or combined offices with another agency to exercise acquisition functions;
- Enters into, approves, administers, modifies, closes-out, terminates, and takes such other actions as may be necessary and appropriate with respect to any procurement or financial assistance transaction binding NNSA to the obligation and expenditure of public funds;
- Approves extraordinary contractual actions to facilitate the national defense that do not to exceed \$50,000;
- Signs applications for permits to acquire tax-free spirits from a distilled spirits plant for non-beverage purposes;
- Determines whether to use the authority in the Defense Production Act of 1950, for priority contracting authority to expedite procurement actions to promote National Defense. This determination is made after consultation with the NNSA General Counsel and the DOE Assistant Secretary for Policy and International Affairs; and,
- Acquires, manages, and disposes of personal property held by the Administration for official use by its employees or contractors.

5.2 Head of the Contracting Activity (HCA) and Authority: All procurement authority at NNSA flows from the NNSA Senior Procurement Executive through the HCA. The Deputy Director of the Office of Supply Chain Management is the HCA for NNSA for all actions not delegated to the NNSA Service Center. All actions that require CO authority are executed by the HCA or by COs appointed by the HCA. As specified in contract clause I.168, DEAR 970.5215-3, “Conditional Payment of Fee, Profit, or Incentives (JAN 2004),” the NNSA Administrator has unilateral determination authority to reduce earned fees if the contractor does not meet minimum contract requirements.

5.3 Contracting Officer (CO): The CO has sole authority to enter into, administer, or terminate Federal contracts. The CO, through properly written modifications to the contract, is the only person authorized to make changes to cost, scope, and schedule. The CO must ensure that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. The CO is also responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. The

FAR allows the CO wide latitude to exercise business judgment. This duty includes the balanced objective of safeguarding the interests of the United States in its contractual relationships and ensuring that contractors receive impartial, fair, and equitable treatment. FAR 1.602-1 and FAR 1.602-2 describe the authority and responsibility of the CO.

5.4 Contracting Officer's Representatives (COR): A COR is an NNSA employee appointed by the CO, or Administrator, with specific responsibilities to provide an on-site, day-to-day presence at production facilities, laboratories, or test site. The CORs' authority to direct the contractor is limited by the terms of their written appointment. The COR is designated by the CO to advise and assist the CO in management of the contract pursuant to clause G.3, "Contracting Officer's Representative," of the contract. The COR has primary responsibility for providing technical direction to the contractor and also performs contract management and performance oversight, with support from appropriate YSO management and staff. The COR is not authorized to change any of the terms and conditions of the contract. The COR has specific authorities related to technical guidance and inspection and the CO prescribes these in writing. The CO also notifies the contractor in writing of the specific authorities granted to the COR. Contract clause H.20, "Performance Direction," identifies the CORs for this contract by name and position title. Specific tasks to be performed by the COR are described in detail in the COR designation letter. CORs are subject to the Ethics in Government Act and the Procurement Integrity Act.

DOE O 541.1B establishes the procedures governing the selection, appointment, and termination of DOE COs and CORs. Additional guidance is provided in BOP-003.0302, "Appointment of Contracting Officer's Representatives (COR) for NNSA Management and Operating Contracts". The two categories of responsibilities for CORs are Site/Service Center and Headquarters Programmatic. The respective duties for each category are:

1) Site/Service Center:

- Monitor contractor performance and reports status to the Site Manager/Contracting Officer;
- Recommend necessary contractual changes to the Site Manager/Contracting Officer;
- Inspect/accept deliverables; and
- Provide technical/performance direction to the contractor subject to the terms of their appointment.

2) Headquarters Programmatic: HQ's CORs are NNSA employees appointed by the CO or the NNSA Administrator to perform specific functions including federal oversight of contractor execution of detailed planning, integration, and execution of NNSA programs. These individuals have specific authorities and limitations stated in their contract specific appointment memoranda. HQ

CORs primarily initiate Work Authorizations and provide the YSO Site Manager assistance in evaluating the contractor's performance. NA-60 maintains a list of current HQ CORs assigned throughout the NNSA, along with the contracts to which they are appointed. This list is accessible on the internet via the NNSA homepage (<http://www.nnsa.doe.gov/index.htm>). [NOTE: There is only one type of COR. The modifiers "Site/Service Center" and "Headquarters Programmatic" are used only to identify categories of responsibilities to be accomplished and the different nature of these responsibilities. The NNSA Field Chief Financial Officer (CFO) is the only Service Center COR assigned to the YSO Contract. The CFO was appointed as a COR for all sites across the Nuclear Weapons Complex (NWC) by the NNSA Senior Procurement Executive (NA-63).]

5.5 Functional Expert: The term "Functional Expert" is synonymous with a "Subject Matter Expert" (SME). The Functional Experts may support the CO in performance of day-to-day contract administration activities. A Functional Expert does not have the authority to act as a designated CO or COR. Therefore, in executing their assigned responsibilities, the Functional Expert is not authorized to change the terms and conditions of the contract, increase or decrease contract cost, or determine allowability or unallowability of costs or provide technical/performance direction. As with CORs, Functional Experts are subject to the Ethics in Government Act and the Procurement Integrity Act.

5.6 Other Support: NNSA HQ and the NNSA Service Center staff offices provide YSO with business, administrative, contractor human relations, financial, property, and other support services; such as assistance in processing Freedom of Information Act requests, investigating claims of discrimination, and help in processing financial, procurement, and personnel actions. Services provided by DOE Oak Ridge Operations are detailed in the Mutual Support Agreement found at (<https://www-internal.y12.doe.gov/nadp/Y-12ServiceAgreement.pdf>). The NNSA Functional Matrix (FM) documents the arrangement by which the Service Center may provide support. The FM reflects the mutual support requirements currently existing between YSO and the Service Center organizations, and leverages the skills of the personnel resources to the best advantage of both organizations.

6.0 Communication Protocols

This section of the CMP describes formal communication protocols among the Program Office, the Site Office, and the Contractor. It also addresses communication protocols among WFO sponsors, YSO, and the Contractor; and when Program Offices and WFO sponsors may directly communicate with the M&O contractor.

6.1 Public Communications: As stated in contract clause H.29, "Public Affairs", DEAR 952.204-75, a communication strategy exists to support communicating with the public regarding the government's missions in energy, national security, science and the environment; and building informed consent that will allow the NNSA to

move forward with new, but potentially controversial, projects that contribute to these missions. This responsibility is carried out in such a manner that the public has a clear understanding of activities of the YSO. All communications with the public are fully coordinated in accordance with the contract clause.

6.2 Formal Communications: All formal direction to the contractor is issued by the CO, or the CORs within designated authority. Such direction should be in writing, but on occasion may be provided orally in meetings, briefings, phone, or video conferencing. Any written record of direction by a COR is to be made accessible to or furnished to the Contracting Officer. Only the YSO CO has the authority to interpret the contract terms and conditions or make changes to the contract. To ensure correspondence control, all formal correspondence is addressed to a member of the contractor's management personnel, and cites the contract number and the contract clause (if applicable) in the letter's subject line. Formal communication to and from the contractor is entered into Pegasus. Pegasus is the comprehensive information management system for YSO. It provides tracking, trending, and reporting capabilities for a wide array of topics including assessment, issues, actions, office feedback, and correspondence. The Pegasus system ensures quality in all aspects of YSO work by enforcing compliance to procedures and ensuring a high level of data integrity and availability.

6.3 Informal Communications: Informal communications can occur between NNSA employees and any contractor employees. This type of communication is non-binding for both the government and the contractor and does not constitute contract direction (i.e., formal communication). Informal communication can take the form of electronic mail, retrievable databases, telephone, facsimile, presentations, meetings, and other means. Informal communications between NNSA and contractor staff are needed for proper oversight coordination. This communication should be constructive in nature. In their informal communications, NNSA staff should avoid the impression that the communications are formal. When the CO or COR is engaging in informal communications, care must be taken to identify those communications as non-binding

7.0 Contract Performance Management

7.1 Planning and Programming: To achieve its vision of operating an efficient and agile nuclear security enterprise recognized for world-class technical leadership and program management, NNSA is implementing a new operating philosophy supported by new business systems and practices throughout the NWC. The key concept is that all four stages of the PPBE Process are linked into a continuous cycle. Through planning, everyone understands how their individual contributions help accomplish overall goals. Through programming and budgeting, program/project managers and teams assume responsibility for budget and performance integration; and through evaluation, progress can be assessed, feedback provided for future planning, and achievement can truly be rewarded so that people recognize the advantage in performing well.

The PPBE operating philosophy is mutually supportive with the newly-established roles and missions of NNSA whereby planning, programming and budgeting are primarily HQ functions, and execution and evaluation of the programs are the province of the field elements. At HQ, NNSA's PPBE process is focused on horizontal integration of the five principal program management elements: DP; Defense Nuclear Nonproliferation; Naval Reactors; Facilities and Operations; and Management and Administration. The vertical integration of the HQ's programs and Federal and contractor elements in the field is the responsibility of the five principal program/management elements. This approach recognizes that each of the five elements manages its program execution and the interface with the field contractors differently. Both the horizontal and vertical elements are equally important to a successful PPBE environment, and they must be cascaded to assure that NNSA is operating effectively at all levels. In this cascade, the NNSA Strategic Plan is at the top of the pyramid. Top-to-bottom linkages are built into planning, programming, budgeting, and evaluation activities. The strategies to achieve goals are translated into supporting multi-year Program Plans. Program Plans are the primary documents used to make key programming decisions and develop budgets within the enterprise. From these multi-year program plans will flow Annual Operating Implementation Plans and metrics for program execution/evaluation and contract performance agreements. Work Authorizations (WA) represent the final step in cascading from Strategic Plans to work performance. WA's document all work to be performed by the M&O contractor. The NNSA project/program managers develop the SOW in the WAs to reflect the work scope in the 5-Year Program Plans, Annual Implementation Plans/Annual Operating Plans and work plans (or updates thereto). The WAs provide program guidance consistent with distribution of each AFP, and are approved by program managers at NNSA HQ, and concurred on/signed by the NNSA Service Center, YSO, non-NNSA Operations Offices, M&O contractors and other contractors. WAs that crosscut multiple programs require the review and approval of multiple program managers to ensure that all programmatic interdependencies have been appropriately reflected. All NNSA WAs shall be performance-based and cascade down from the goals, objectives, strategies and performance measures reported in the NNSA Strategic Plan, Program Integrated Plans, 5-Year Program Plans, Annual Implementation Plans/Annual Operating Plans, work plans, and other guidance specifically tasked and approved by the responsible HQ managers. Implementation of the NNSA's planning and performance cascade will provide a path of accountability between the long-term vision outlined in the Strategic Plan and the day-to-day activities of individual Federal and contractor employees.

7.2 Budgeting and Work Authorization

7.2.1 Budget: The workload parameters are provided to the contractor in budget guidance. Based on requirements and milestones, the contractor submits detailed budget estimates through the YSO. NNSA Program Office and YSO subject matter experts review these estimates for accuracy. The proposed budget is forwarded to the NNSA Program Office for a Program Budget Review. Once the NNSA Program Office is satisfied with the budget

submission, it is forwarded to the Office of Management and Budget (OMB) along with the Future Years Nuclear Security Plan (FYNSP). OMB reviews the budget and provides comments to NNSA. Comments are resolved by the NNSA Program Office and the final budget is submitted to OMB, the President, and Congress, where work and funds are authorized and appropriated. Once the NNSA Program Office receives the authorized and appropriated budget, it allocates dollars to the various field offices by budget and reporting (B&R) codes throughout the FY.

7.2.2. Work Authorization Process: Work Authorization Directives (WADs) serve as the basis to authorize all direct work at Y-12. The YSO Manager has delegated the approval of the WADs to the CO. The process begins in the fourth quarter of the fiscal year when the contractor submits draft WADs to YSO. The WAD describes the work scope for the upcoming fiscal year and provides an estimate to do the work. It also contains a Prioritized Project List (PPL) that prioritizes the work based on mission, health and safety, security, etc. The most important work activities that are not funded are also included below the available funding line. If funding becomes available through efficiencies or under runs during the year, these activities may be moved “above the line.” In the last two years, a team approach has been used by YSO to review the WADs, drawing on the full expertise of YSO. Several iterations with the contractor are usually necessary before the WADs are agreed upon and signed by the Assistant Manager for Programs. The last step involves the approval of the Contracting Officer (prior to October 1st) and transmittal back to the contractor. This establishes the baseline for the upcoming fiscal year, and any changes are subsequently managed through Baseline Change Control Process (BCCP).

Proposed changes to the WAD baseline are developed by the contractor and sent to YSO for approval. The YSO Manager has delegated approval of the BCCP proposals to the AMP. Within this office, the Federal program managers are responsible for the internal coordination of the BCCP proposal with other YSO subject matter experts such as Operations, Engineering, Safety and Environmental (ES&E), Projects, Administration, etc. before a final determination is made. The Federal program manager then makes a recommendation to the Baseline Change Control Board (BCCB) to either approve or disapprove the BCCP proposal. The BCCB, in turn, reviews the proposal and makes a recommendation by majority vote to the AMP (approve or disapprove) with subsequent concurrence by the CO. Occasionally, if the change is significant enough, a revised WAD is proposed by the contractor, and the CO then authorizes the execution of the work following a decision by the BCCB and concurrence by the AMP.

7.3 Execution/Evaluation (Contractor Appraisal Process)

7.3.1 General Approach: YSO's methodology for appraising/evaluating the performance of the contractor includes the use of an annual Performance Evaluation Plan (PEP), a monthly Performance Analysis Matrix (PAM), and an annual Performance Evaluation Report (PER). NAP-4A, "Corporate Performance Evaluation Process for Management and Operating Contractors" and YSO Procedure 9.8, "Performance Summary" (<https://www-internal.y12.doe.gov/nadp/Procedures/YSO-9.8R2.pdf>) provide the governing guidance for these documents. All performance incentives and award fee measures covered in the PEP are linked to the DOE and NNSA Strategic Plans; NNSA Program Office Performance Priorities and Deliverables; and other key inputs that are aligned with the Planning Programming, Budgeting, and Evaluation Process.

7.3.2 Contractor Evaluation Approach: The contractor evaluation approach is based on the principle that performance-based fee should be viewed as a benefit to the government; i.e., if the contractor performs well, more fee should be earned than if the contractor did not perform well. This strategy is consistent with contract reform. This principle leads to a strategy of incrementally rewarding exemplary performance and incentivizing particular activities and deliverables. Such a strategy transcends a narrow focus on individual outputs and elevates the performance discussion to the allocation strategy aligned with the DOE and NNSA Strategic Plans. It represents the collective wisdom, formed in partnership with the senior leadership of DOE-HQ, NNSA, YSO and the contractor. The fee paid to the contractor also reflects the basic principles underlying the Department's fee policy described in DEAR 970.1504-4, as modified by NNSA in BOP-003.0505, "Class Deviations to FAR and DEAR," (<http://www.management.energy.gov/DEAR970.pdf>) that the amount of available fee should reflect the financial risk assumed. Performance-based fee earned is linked to the overall performance of the contractor in meeting mission requirements and ES&H, general administration, security, operational, and other aspects of the management and operations of the Y-12 NSC. The contractor is encouraged to propose outcome-based, and where appropriate, multi-year and multi-site performance measures with long-term benefits for the NNSA. Where long-term outcomes are identified, fee may be paid as established interim milestones are achieved until the final objective is met. Due to the nature, variety, and complexity of the work performed at Y-12 and across the NWC, opportunities do exist to employ multiple fee arrangements. Fee amounts may consist of an incentive fee component for objective performance measures and an award fee component for subjective performance measures, or some combination of both. And the fee may be assigned to multiple sites.

7.3.3 Provisional Fee Payment Agreement: The allocation of fee pool between performance based incentives and award fee incentives is normally 50/50. Up to 35% of the total fee payment is available for provisional payment

at a rate of 1/12 per month. This provisional fee payment is the only fee payment made prior to final fee determination. For Fiscal Years 2007 and 2008, the amount of the available fee pool has been set based on 7% of the Y-12 estimated budget.

7.3.4 Performance Evaluation Plan (PEP): The Performance Evaluation Plan and the Fee Administration Procedure define the YSO approach in evaluating, documenting, and providing performance fee to B&W Y-12 in accordance with the execution of requirements defined in the contract. All performance incentives and award fee measures covered in the PEP are linked to the DOE and NNSA Strategic Plans, NNSA Program Office Performance Priorities and Deliverables, and other key inputs that are aligned with the Planning Programming, Budgeting, and Evaluation Process. The FY 2008 PEP is composed of subjective and objective (performance-based) performance incentives and includes base, multi-site, and stretch targets. The fee can be reduced as determined appropriate by the HQ Fee Determining Official (FDO) for less than satisfactory performance under this PEP. Prior to the beginning of each performance period under the contract, the CO will enter into negotiations with the contractor to establish performance objectives, measures, and allocation of fee. In the event that the Government and the contractor fail to agree on any of these PEP areas, a unilateral determination will be made by the CO.

7.3.5 Performance Period: The PEP period of performance is October 1 through September 30 of each contract fiscal year. The total award fee earned and payable will be determined at the conclusion of the evaluation period by the Fee Determination Official (FDO) within 70 days after the end of the evaluation period, or 60 days after the receipt of the contractor's self assessment. At the conclusion of each evaluation period, the contractor's performance of all requirements, including performance-based incentives completed, will be evaluated. Based on the contractor's performance, a final determination of the total available fee amount earned by the contractor will be made by the FDO.

7.3.6 Performance Analysis Matrix (PAM): The PAM process is used to evaluate B&W Y-12 in a systematic standardized manner in order to provide feedback to B&W Y-12 on strengths and weaknesses and supply significant input to the Performance Evaluation Plan. The report compiles information from various sources that provide insight into contractor performance. These include day-to-day YSO oversight activities, SMEs/Facility Representative reviews and observations, external assessments, and other formal/informal assessments. Also considered will be performance indicators, assessments, and other sponsored reviews performed by B&W Y-12. The PAM report is formally issued annually. However, periodic updates are provided, normally monthly, to ensure regular feedback is provided to B&W Y-12.

YSO management systems and oversight activities collect data relative to B&W

Y-12 performance. The PAM process functions as an administrative funnel. Disparate activities and packets of data are consolidated into a complete and straightforward evaluation of B&W Y-12 performance. Following are the key features of the PAM process:

- The process communicates information obtained from documented performance evaluations, occurrence reports, regulatory evaluations, performance indicators, B&W self-assessments, and external reviews.
- The report presents the performance results in a consistent, complete, and straightforward manner.
- The information will be updated periodically, normally monthly, and feedback provided to B&W to ensure consistent understanding between YSO and B&W Y-12 and to ensure that all-important performance information has been captured.
- The report establishes YSO assessment of B&W Y-12 programs that can be used to identify where B&W Y-12 performance needs to be improved, and is the primary input to the PEP report. It also serves as the primary source for selecting areas to focus on in the YSO Annual Assessment Schedule.

The PAM is organized into broad functional areas established annually (i.e., General Management, ES&H, Technical and Operations, Program and Projects, and Safeguards and Security). Each of these functional areas are then broken down into individual topical areas such as Internal Controls, Industrial Safety, Information Security, etc. These topical areas provide a framework and format for evaluating and reporting B&W Y-12's performance. Each topical area (e.g., fire protection) has a Performance Sheet and is assigned to a lead responsible for completing and updating periodically. Guidance for completing the Performance Sheet is used to maintain a consistent format for the PAM. The PAM layout is designed to complement the PEP and therefore used directly for input in the final PEP evaluation. All PEP sub-elements contained under a main area (e.g. General Management) are assigned to a topical area. Duplicating PEP sub-elements in multiple PAM topical is avoided. Comments on evaluations, observations, data, etc. are made after each element. On a periodic basis (normally monthly), the Performance Sheets are submitted by Assistant Managers to the Administrator, Performance Analysis Matrix and Incentive Fee Processes, for consolidation into the PAM Report. The report is accompanied by a chart with color-coded cells which represents the YSO ratings for performance for the period. Cells are subdivided into two sections: (1) the topical area title; and (2) the color-coded performance indicator cell that depicts YSO's evaluation of B&W Y-12's level of performance. A directional arrow in the colored cell indicates if the trend in performance represents improvement or decline. Color codes that indicate the performance level are:

Blue - Exceeds Expectations. This indicates exceptional overall performance in a topical or functional area.

Green - Satisfactory/Meets Expectations. This indicates effective overall performance in a topical or functional area. There might be specific issues or deficiencies that require attention and resolution, but these do not degrade the overall effectiveness of the system or program.

Yellow - Marginal/Partially Meets Expectations. This indicates a need for improvement in a topical or functional area, and signifies an opportunity for the contractor to correct and improve performance before it results in a significant weakness.

Red - Unsatisfactory/Does Not Meet Expectations. This indicates a need for upper management to focus the attention and resources necessary to resolve management system or programmatic weaknesses. A significant weakness would normally represent an aggregate of a number of significant issues identified in a topical or functional area.

Gray - To be determined. This indicates no data was provided or evaluated.

Note: Rating is a cumulative assessment of the contractor's performance over a number of months (including the performance period). Trend is the evaluated performance trend relation to current month's assessment.

The summary section of the individual performance sheets is essential in communicating the overall evaluation of the topical area. This section will give an overall summary of the performance sheet that supports the color ranking on the matrix. In particular, the summary section will be highlighted when reporting to the contractor and extracted for making overall conclusion in the PEP process. It can also describe actions required by the contractor to improve ratings.

A periodic NNSA-only meeting of YSO Assistant Managers is held per the direction of the YSO Deputy Manager to ensure that entities reach a mutual understanding on the status of contractor performance evaluation prior to presentation to the contractor. A joint NNSA and contractor meeting is subsequently held to exchange information between YSO and the contractor regarding observed performance. No meeting is held to discuss performance for the final month of the evaluation period (October). This time is used to prepare the final PAM report and subsequent fee determination. The following rating chart has been established to document end-of-year performance:

Blue	95 – 100
Green	80 – 94
Yellow	60 – 79
Red	0 - 59

7.3.7 Performance-Based Incentive Fee (PBI): PBIs represent fee measures that have been determined to have objective and measurable outcomes. PBIs are also linked to the DOE and NNSA Strategic Plans, NNSA Program Office Performance Priorities and Deliverables, and other key inputs that are aligned with the Planning Programming, Budgeting , and Evaluation Process. Development of a PBI is normally a collaborative effort between YSO SMEs and their contractor counterparts. An incentive plan is developed for each PBI which defines the YSO expectations for the contractor to successfully earn fee associated with the PBI. It is considered a formal contractual document that is approved by senior YSO and contractor management.

The YSO Fee Board, which consists of the YSO Assistant Managers, designates a Performance Evaluator for each PBI. The Evaluators are YSO staff with line-management responsibility for the incentives. Each Performance Evaluator actively monitors contractor progress in accomplishing incentives. When a definitive portion of an incentive is completed, the contractor will submit a PBI completion form to the Evaluator, who will then validate the completion. The Evaluator will then submit the completion form to the YSO Fee Board for approval. The decision by the Board will subsequently be formally transmitted to the contractor.

7.3.8 Change Control: Performance objectives and performance-based incentive changes are limited and strictly controlled. Changes to the PEP may be requested by the contractor only if events affecting incentives are beyond the contractor's control such as changes to NNSA priorities. YSO will not change an incentive to relax the requirements due to contractor's inability to meet the negotiated expectations in the PEP if circumstances are within the contractor's control. Request for changes are submitted on PEP Change Request forms [insert link](#) to the YSO Fee Board. All change requests are submitted in writing with supporting justification for the change. A change to the PEP is not considered if there are less than 90 calendar days remaining in the performance period or if the performance period has passed. YSO may: (1) accept the proposed change as is; (2) accept the change with revisions; or (3) reject the proposed change. The YSO Manager may make a unilateral decision to incorporate any or all proposed changes.

7.3.9 Performance Evaluation Report (PER): The NNSA, at the conclusion of each specified appraisal period, evaluates the contractor's performance for all performance objectives, measures, and incentives and issues a PER. The fee determination is made in accordance with the PEP and is a unilateral determination made by the Fee Determination Official (FDO) based on the recommendations of the YSO Manager. Contractor performance throughout the year is monitored by the CO, CORs, SMEs and Performance Evaluators. This information is used as input for the preparation of the annual PER. Upon receipt of the contractor self-assessment, CORs, SMEs and Performance Evaluators cross-validate their analysis of performance with the contractor self-assessment

to form a draft PER. Evidence files are examined and checked against the contractor self-assessment. The draft analysis is the basis for development of a briefing package presented to the FDO and the NNSA Management Council. The FDO determines the fee to be paid to the contractor. The fee determination is made in accordance with the contract and officially stated in the PER. The determination of the amount of fee earned is a unilateral determination made by the FDO. The fee determination is communicated to the contractor within 70 days after the end of the evaluation period; no later than December 9th. Documents for the payment of fee are the responsibility of the CO.

The final fee determination is made by the FDO and provided in the PER. NNSA's FDO is the NNSA Administrator. The FDO considers YSO's recommended grades and scores, which include feedback provided by HQ Program Offices. In the process of determining award fee, the FDO has the discretion to make adjustments to the recommended award fee provided that any upward adjustments are within the total available award fee. If the FDO elects to use this discretion and the fee determination varies either upward or downward from the YSO's recommendation, the rationale for the change is documented in the NNSA's letter to the contractor that transmits the final PER. Final fee determinations are unilateral decisions made solely at the discretion of NNSA.

7.3.10 Contractor Self-Assessment: As part of the process, the contractor evaluates its performance in relation to the PEP. The self-assessment addresses both strengths and weaknesses. Where deficiencies in performance are noted, the contractor describes the actions planned or taken to correct them and avoid their recurrence. The contractor is not penalized for a realistic self-assessment, nor is the self-assessment the basis for the award fee determination. However, YSO's evaluation takes the deficiencies into account.

8.0 Feedback and Improvement

8.1 Integrated Safety Management System (ISMS): ISMS provides a formal, organized process whereby employees plan, perform, assess, and improve the safe conduct of work. ISMS is institutionalized through DOE directives and contracts. The DOE and M&O Contractor systematically integrate safety into management and work practices at all levels so that missions are accomplished while protecting the public, the worker, and the environment. A central component of ISMS depends on the identification of ES&H Standards and Requirements Identification Documents (S/RIDs) which, will provide adequate assurance that the public, the workers, and the environment are protected from adverse consequences. S/RID review and approval authority is the responsibility of YSO.

As part of the effort to institutionalize a standards-based culture, the YSO has established an ISMS Description Management Program to maintain the B&W Y-12 ISMS Description and review, approve and maintain environment, safety and health protection, business and security S/RIDs for B&W Y-12. The B&W Y-12 ISMS

Description and identified S/RIDs become part of the current infrastructure at B&W Y-12 and support controls that ensure the contractor provides competitive, quality, on-time products and services that meet or exceed DOE expectations and are achieved in a manner that protects the environment, safety and health of employees and the public, national security, business and mission objectives of the DOE. YSO provides oversight of the implementation of a standards-based management culture and integration of ISMS principles and core safety functions with the plan, design, analysis, and performance of mission work. To insure adequacy and effectiveness, YSO initiates improvement of the hazard and risk controls through assessments of M&O Contractor activities from planning and designed through implementation.

The YSO Management System Description serves as the YSO ISMS Program description and ensures that the M&O Contractor complies with the B&W Y-12 ISMS description and identified S/RIDs. In addition, through the YSO's review of draft DOE policies, orders, manuals, guides, technical standards and supplemental directives, the program sustains our capability to identify and clarify DOE expectations for on-site use of those S/RIDs.

8.2 Integrated Management and Tracking Program: The Issues Management and Tracking Program consist of three separate and distinct processes: issues identification; issues communication and action tracking; and issues closeout and validation.

8.2.1 Identification of issues requiring tracking: YSO and B&W Y-12 assessments generate numerous findings and observations. Not all of these require high-level management attention and tracking for resolution to a satisfactory conclusion, as most can be resolved at the subject matter expert (SME) or appropriate management level. An Issues Management Board (IMB) designates the findings and observations that will be categorized as significant issues requiring senior YSO management focus and attention for resolution.

8.2.2 Issues communication and action tracking: Once significant issues are designated by the IMB, the appropriate YSO Assistant Manager (AM) is responsible for preparing a letter that: (a) describes the problem and (b) requests that the contractor identify the root cause and develop a corrective action plan (CAP). The YSO SME enters a brief description of the issue in the Field Activities Database and assigns the due date for the contractor in the CAP. The status of issues will be tracked using information provided by the AMs and SMEs/FRs.

8.2.3 Issues closeout and validation: Issues closeout and validation: SMEs designated by AMs to support individual issues will verify the closure of an issue and recommend approval to the appropriate AM. The AM is responsible for providing a recommendation approving the closeout of assigned issues. Information specific to the closure of all significant issues will be provided as documentation of closure.

Issues that are considered important but not designated significant by the IMB or do not meet the criteria of significant should also be tracked. Each manager is responsible for tracking those issues to closure. Managers shall also periodically brief the IMB on the status of those issues. Other issues are typically generated from internal commitments made by the M&O contractor through self-assessments and issues generated through SME/FR surveillances and assessments and are tracked in the Field Activities Data Base. They may or may not require the development of a CAP, and closure of the issue may require a less extensive validation process.

8.3 YSO Assessment Program: The YSO Assessment Program establishes the process for conducting YSO's "for cause" oversight assessments (or audits) of B&W Y-12 events, accidents, corrective actions, activities and operations. This process is to be used to ensure YSO employs an effective and consistent approach when it is necessary to conduct "for cause" effectiveness reviews including; formal validations of the contractor's corrective actions (closure), identification of the causes and facts associated with events or accidents, and when necessary, to identify the source of performance problems or promote improvement in B&W Y-12 operational areas. This will include issues from the YSO IMB, Price Anderson Amendments Act Noncompliance Tracking System (NTS), and the Occurrence Reporting and Processing System (ORPS).

The "for cause" oversight Assessment Program is fundamentally established to provide ISMS principle functions involving "Feedback and Improvement." However, this oversight program's activities will also encompass other ISMS process elements. For example, a pre-startup facility or program "ISMS-Confirm Readiness" assessment may be scheduled and conducted as directed by this procedure.

8.4 Oversight/Surveillance: The "enhanced oversight model" is where the YSO takes into consideration all assessment activities, regardless of who conducted the assessment, through a structured, defined manner and determines its oversight plan for the upcoming fiscal year based on risk. YSO is developing a more formal and better defined approach to ensure appropriate contractor assurance oversight. Oversight is a good and necessary part of maintaining a successful and efficient site office. The goal of contractor assurance is not to reduce oversight but to ensure that the appropriate amount of oversight is applied to the correct areas based on risk management. YSO has limited resources and as such, contractor assurance is an important management tool in assuring that resources are deployed in a manner which achieves maximum effectiveness.

It is envisioned that as the enhanced oversight model is refined and matures, oversight will be conducted from a system level perspective. The goal is to reduce the number of independent assessments when the contractor demonstrates an effective self-assessment program that includes self-identification, taking appropriate corrective actions and successful follow-on action to prevent recurrence and improve

performance. If the contractor's performance is deficient, and management processes have not produced the desired results, YSO will increase its oversight in order to protect the government's interest. A general exception to the systems level oversight approach will be for nuclear facilities and safeguards and security activities.

Management systems and processes have been established at YSO to ensure a structured contract oversight program of the M&O contract through the programs and systems described below. A key document is the Management System Description/ Quality Assurance Program (<https://www-internal.y12.doe.gov/nadp/Training.html>). This document is the YSO quality management system and serves as a communication tool (internal and external) by providing a comprehensive high-level system description of processes and responsibilities. It describes the YSO current conditions and actions planned or in progress as part of YSO's continuous improvement process.

YSO's quality policy is to deliver on-time, fully compliant, defect-free products and services to its customers through employee accountability, ownership, and continuous improvement. The intent is to excel in support of the NNSA. YSO Management recognizes that the disciplines of quality, health, safety and environmental management are an integral part of its management function to assure mission accomplished. They are viewed as primary responsibilities and are key to the good business practices that ensure the safe, secure and successful operation of the NSC. YSO's Management System Description ensures consistency in all phases of its operations and the quality of its products.

YSO's quality policy calls for continuous improvement in its quality management activities and business is conducted according to the following principles:

Fully comply with all applicable State and Federal laws and DOE/NNSA regulations

Follow a concept of continuous improvement and make the best use of management resources in all quality matters.

8.5 Contractor Assurance System: The B&W Y-12 Contractor Assurance Process is accomplished via the Y-12 Assessment Program (YAP) (<https://prodcaps.y12.doe.gov/pawebprod/yap.html>). The YAP encompasses several key components that are driven by federal regulation and contract with the National Nuclear Security Administration (NNSA). B&W Y-12 is required to maintain an assessment and corrective action program. Specifically, 10 CFR 830.122, *Quality Assurance Requirements*, requires that B&W Y-12 conduct management assessments and independent assessments of items, services, and processes. B&W Y-12 is also required to implement appropriate actions to correct and prevent the recurrence of problems identified by assessments. Beyond regulations, however, an assessment program is simply smart business practice. Identifying existing problems so they can be fixed removes barriers and improves performance. Uncovering potential problems before they can worsen protects the safety of the public, the workers, the

environment, and furthers company objectives. The YAP utilizes a structured approach by combining informal assessments performed by various organizations, with more formalized reviews (both internal and external), into one program that:

- Addresses all relevant company activities;
- Conducts primary assessment activities at a level closest to the work being performed;
- Prioritizes assessment activities based on organizational risk;
- Minimizes duplication of effort among assessments;
- Captures results in one system for tracking and trending;
- Corrects existing problems and prevents potential problems;
- Tailors the assessment schedule to the results of assessment and customer feedback; and,
- Communicates meaningful feedback to management.

Accomplishing each of these objectives requires four key program elements:

- An effectively integrated assessment schedule;
- A graded set of assessments (informal, management, independent and external);
- A supporting issues management program; and,
- A trending and feedback mechanism. YSO has defined contractor assurance as the process which the contractor demonstrates the effectiveness of their assessment program.

9.0 Deliverables

The contract contains the terms and conditions typical for a DOE CPAF M&O Contract, except that the contract was awarded near the time that the DEAR was reissued. The contract has been revised so that it contains clauses primarily from the 2000 version of the DEAR. A contract clause summary matrix is attached as Appendix 2.

The primary deliverable under this Contract is Nuclear Weapons assembly and disassembly. To ensure that effective and efficient systems exist for the management and operation of the Y-12 Plant, this Contract also requires the delivery of certain documents, plans, and reports for the CO's review and approval. These requirements are specified elsewhere in this Contract; however, they include the following:

- Site Safeguards and Security Plan (DOE Order 470.4A)
- Quality Assurance Plan (10 CFR 830.120)
- Radiation Protection Plan (10 CFR 835)
- Emergency Preparedness Plan (DOE Order 151.1)
- Material Control and Accountability Plan (DOE O 470.4A)
- Authorization Agreements
- Diversity Plan
- Standards/Requirements Identification Document

- ISM Program Plan (DEAR 970.5204-2)
- Workers Safety and Health Program (10 CFR 851)

The CO may require additional reports, analysis, or other information relevant to the Y-12 Plant management and operations.

10.0 References

Federal Acquisition Regulation

Department of Energy Acquisition Regulation

Contract No. DE-AC05-00OR22800, BWXT Y-12, L.L.C.

NNSA Policy Letters

NNSA Business Operating Policy Letters

NNSA Contract Administration Guides

Y-12 Site Office Guide

Y-12 Site Office Functions, Responsibilities, and Authorities Manual (FRAM), YSO

M 411.1-E1

Management System Description/Quality Assurance Program

Performance Evaluation Plan for B&W Y-12, L.L.C.

Performance Analysis Matrix

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

PART I THE SCHEDULE					
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
None	Solicitation, Offer, and Award				This form provides information used during solicitation. It includes the contract number, the fact that this is a DO-E2 rated order, and the signatures of the offeror and the government Contracting Officer.
B.1	Services Being Acquired				This clause provides the basic nature of the services to be provided; requires the contractor to use its “best efforts” to operate the Y-12 Plant “in an efficient and effective manner” and to “do all things necessary for, or incident to providing” these services.
B.2	Transition Cost, Estimated Cost, Maximum Available Fee, and Available Fee				The clause provides the Estimated Cost, Performance Incentive Fee, Fixed Fee for Work for Others and Fee for Other Reimbursable Work. These amounts are updated as appropriate. Other elements of the clause describe billing of “Provisional Fee” and conditions under which fee amounts may be adjusted.
B.3	Availability of Appropriated Funds				Provides that except for the clause entitled “Nuclear Hazards Indemnity Agreement,” the government shall not expend funds unless appropriated by congress for the purposes described in such appropriation.
C.1	General Information				This clause sets forth the basic requirements of a DOE “Management and Operating” (M&O) contract. (Ref. FAR 17.6 and DEAR 917.6). The background of the Y-12 Plant is presented and the Scope of Work is defined to include all things necessary to operate the plant and to take on those duties and tasks as assigned to the plant from time to time.
C.2	Work Requirements				Specific work requirements are established annually in accordance with clause H.19 “Work Authorization System”. General Requirements include Defense Programs Strategic Planning Process and Technology and Business Integration. Specific requirements include Directed Stockpile Work, Campaigns (existing and as assigned), Readiness in Technology Base and Facilities, and DOE Program Support.
C.3	Deliverables				The primary deliverables include stockpile evaluation and maintenance; quality evaluation and surveillance; nuclear packaging; and dismantlement, disposal and storage of weapons. Other deliverables include: Site Safeguards and Security Plan (DOE Order 470.1), Quality Assurance Plan (10 CFR 830.120), Radiation Protection Plan (10 CFR 835), Emergency Preparedness Plan (DOE Order 151.1), Material Control and Accounting Plan (DOE 5633.3B), Authorization Agreements, Diversity Plan, Standards/Requirements Identification Document, and Integrated Safety Management Program Plan (DEAR 970.5204-2). The CO may require additional reports, analysis, or other information.
C.4	Work Standards				Requires contractor to comply with applicable federal, state, and local laws and regulations; requires contractor to obtain such licenses, permits, and other authorization that may be necessary for the performance of the work. It further requires compliance with all applicable DOE Orders and Directives as specified in Section J, Appendix E (as modified from time to time).
D.1	RESERVED				
E.1	Inspection Of Services – Cost Reimbursement (FAR 52.246-5) (APR 1984)				Standard FAR clause that establishes the Government’s right to inspect and evaluate work performance under the contract. Requires that the Contractor provide and maintain an inspection system acceptable to the Government, maintain complete records of all inspections, and provide the government access to inspect and test “all services called for by the contract, ...at all places and times”. Rework is performed at cost, without additional fee. Continued rework can result in fee decrement or even termination.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
E.2	Inspection and Acceptance				Inspection of all activities and acceptance of all work shall be accomplished by the CO or duly authorized representative.
F.1	Term of Contract				The transition period for this contract commenced on the effective date of the award which was August 31, 2000, and continued through September 30, 2000. The term of this contract is from the effective date of contract award through September 30, 2010, which includes the transition period.
F.2	Principal Place of Performance				Indicates the work occurs in a variety of locations, but primarily at the Y-12 Plant in Oak Ridge, Tennessee.
F.3	Reserved				
F.4	Reserved				
F.5	Stop-Work Order FAR 52.242-15 (AUG 1989) Alternate I (APR 1984)				Standard FAR clause that establishes the Government's right to issue a written order for the Contractor to stop all, or any part of the work under the contract. The Contracting Officer shall make an equitable adjustment (e.g., delivery schedule, estimated cost, fee, etc.) as appropriate.
F.6	Transition Activities				During the period of the transition, specified in the clause in Section F entitled, "Term of Contract," the Contractor was to perform activities essential to assume responsibility for the contract work on November 1, 2000. The essential transition activities was to be conducted in accordance with the Contractor's baselined Transition Schedule dated September 22, 2000, and its revised budget dated September 14, 2000.
G.1	Technical and Administrative Correspondence/Matters				Describes the procedures for issuing technical correspondence, other correspondence, and patents/technical data correspondence.
G.2	Contract Administration				Identifies the Y-12 Site Office, AMCABM as the address for the ACO.
G.3	Contracting Officer's Representative				The COR will be designated by separate letter and will represent the CO in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the SOW will be made only by the CO by properly executed modification(s) to the contract. Additional COR(s) for other purposes as required may be designated in writing by the CO.
H.1	Representations and Certifications	None			Incorporates by reference that part of the proposal that includes Representations, Certifications, and Other Statements of Offeror.
H.2	Modification Authority	None			Establishes the CO as the sole authority to accept non-conforming work, waive any contract requirement, or to modify any term or condition of the contract.
H.3	Subcontract Labor Law Application	None		✓	For all subcontracts for the manufacture or furnishing of supplies, the contractor shall apply and follow the provisions of the Walsh-Healy Public Contracts Act (41 U.S.C. et seq.). For subcontracts relating to construction, refer to the Contract Clause entitled "Government Facility Subcontract Approval" in Section I.

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APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.4	Small Business Subcontracting Plan	Yes – Annual Plan Quarterly Report on goals	CO approval		The original Small Business Subcontracting Plan provided by the contractor is incorporated by reference (Section J, Appendix C). An annual plan shall be provided to the CO for approval and incorporation into the contract.
H.5	Small Business and Small Disadvantaged Business Participation Targets	None			Targets from the proposal are incorporated by reference. Specific firms identified in the proposal are also included in this contract and substitution requires CO notification. Success in performance in this area will be assessed as part of the Award Fee determination.
H.6	Government Owned Property and Equipment	None			On November 1, 2000, the Contractor accepted the transfer of and accountability for Government-owned property and equipment from Contract No. DE-AC05-84OR21400. The Contractor shall be accountable for Government-owned property and equipment in accordance with the provisions of the clause entitled “ <i>Property</i> ” in Section I of this contract.
H.7	Approval of Expenditures	None	Obtain CO approval as required.		“Whenever approval or other action by the CO is required” for any expenditure under this contract, the government is not responsible unless and until such action or approval is taken or obtained.
H.8	Mandatory use of Systems Applications and Products in Data Processing (SAP) Systems and Software	None			The Contractor shall utilize the SAP computer systems and related software existing at the time of contract award. Any deviation from this requirement is subject to the prior written approval of the CO.
H.9	Assignment of existing Agreements and Subcontracts	None			On November 1, 2000, existing agreements and subcontracts entered into by the incumbent Contractor under Contract No. DE-AC05-84OR21400 were assigned B&W Y-12. The agreements and subcontracts included but were not limited to all subcontracts and purchase orders; memorandums of agreement; memorandums of understanding; CRADA; licenses; agreements with domestic and foreign research organizations; agreements with universities and colleges; agreements with local and state governments; partnership agreements; user agreements, financial (banking) account agreement; and other similar agreements.
H.10	Privacy Act System of Records	None			The following systems of records shall be included under Privacy Act requirements: DOE-5 Former Contractor Employees DOE-33 Personnel Medical Records DOE-35 Personnel Radiation Exposure Records DOE-38 Occupational and Industrial Accident Records DOE-43 Personnel Security Clearance Files DOE-51 Employee and Visitor Access Control System The list shall be revised from time to time by mutual agreement
H.11	Unclassified Controlled Nuclear Information (UCNI)	None			Whether generated by the contractor or provided by the government, UCNI shall be protected from unauthorized dissemination.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.12	Contractor Employees: Employer/Employee Relationship	None	Submit annual factor and obtain CO approval		Employees of B&W Y-12 are employees of B&W Y-12 and not the Government. B&W Y-12 is responsible for all actions of an employer toward these employees including training. Personnel assigned to this contract may be used "intermittently" by the Contractor elsewhere, but all costs occasioned thereby shall be at B&W Y-12 expense, including all applicable fringe and overhead. A factor for computing this amount shall be agreed to each year between the CO and B&W Y-12.
H.13	Contractor's Managerial Personnel	None			"Managerial Personnel", for purposes of the clauses "Property", and "Insurance-Litigation and Claims" shall be those listed in the key personnel clause (Section J, Appendix D).
H.14	Confidentiality of Information	None		✓	Prescribes rules for handling confidential information.
H.15	Lobbying Restrictions	None			Prohibits the use of any funds under this contract from being used to influence Congress in any way. This limitation is stated as being over and above other statutes and regulations.
H.16	Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	None			Congress believes that all purchases made with funds obligated to this contract should be for American Made products.
H.17	Travel Restrictions	None			Prescribes ceiling for reimbursements made for Contractor travel expenses funded by the Energy and Water Development Appropriations Act under this contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the contracting officer. Also give exceptions.
H.18	Limitation of Long Term Liability Regarding Personnel Costs	Yes – Plan			DOE wishes to limit its long-term exposure to these costs, but not at the detriment of the employees. B&W Y-12 is to submit a plan during FY2001 for achieving this goal.
H.19	Work Authorization System	Annual Work Authorizations with SOW, budget and schedule	Obtain YSO agreement and approval of WAS and changes		This clause specifically addresses the process of preparing, budgeting, and authorizing work. Contractor is required to develop work programs with DOE consultation and approval.
H.20	Performance Direction	Impact analyses as required.	Impact notifications to CO within prescribed time limits.		The CO is the sole authority for the assignment of WAs, establishing work priorities, and directing work requiring the expenditure of funds obligated on the contract. The CO may delegate these tasks to Contracting Officer's Representatives (CORs) (except for changes in scope, cost, terms, or conditions of the contract) and copies of those delegations will be provided to the contractor. Provides list of CO's and COR's.

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APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.21	Reporting Requirements	Yes – Plans and reports as directed		✓	The WBS provides the basis for all reports required under this subsection. Periodic plans and reports shall be provided as directed by the CO in a format prescribed by the CO. Changes in work shall be reflected in revisions to the WBS. Essentially all changes need to be documented throughout the WA and work planning processes. <i>The requirements of this clause shall be included in all subcontracts where the value exceeds \$2M, or the CO determines that the subcontracted work is or involves a critical task related to the contract.</i>
H.22	Classified Inventions	None	As stated		The Contractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this contract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contracting Officer. The substance of this clause shall be included in subcontracts which cover or are likely to cover classified subject matter.
H.23	Third Parties	None			Eliminates Third Parties from any rights under the contract. The effect of this clause is to preclude a 3 rd party suit against DOE or B&W Y-12 to enforce or derive a benefit under the contract.
H.24	Defense Nuclear Facilities Safety Board	Yes – Acceptable documented process			B&W Y-12 shall assist DOE in dealings with the DNFSB and provide DNFSB access to personnel, work areas, and information. The contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB, and shall be accountable for ensuring that subcontractors adhere to these requirements.
H.25	Integrated Cost Reduction Proposals	ICRPs if expecting cost savings			Provides that M&O Contractors managing the Laboratories, Production Plants and the Test Site within the Nuclear Weapons Complex (NWC) may assess their operations in an integrated approach and jointly identify areas where efficiencies would bring cost reductions to the overall NWC without adversely affecting the level of performance required by the individual contracts. Accordingly, NWC Contractors may jointly develop integrated cost reduction proposals (ICRPs) for hard dollar cost savings.
H.26	Work Allocation	None			The contractor shall establish a process reasonably calculated to allocate Unassigned Work in a manner agreeable to the affected unions, applicable law, and the terms of this contract.
H.27	Community Commitment	None			Requires Contractor to agree that its business operations and performance under the Contract will be consistent with the intent of the policy to be a constructive partner in the geographic region in which DOE conducts its business.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.28	Performance Improvement and Collaboration	None			The Contractor shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. The Contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management Contractors and affiliated Contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) provide information relating to its management improvements to such Contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
H.29	Public Affairs	None			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.
H.30	Advance Understanding on Human Resources	None	CO approval of changes to Appendix A		The contractor and DOE shall reach an advance understanding on Human Resource issues, which shall become Appendix A of the contract. DOE Order 350.1 "Human Resources Management Program" shall be the governing document.
H.31	Corporate Home Office Expenses	None	CO approval		All corporate home office expenses must be specifically approved by the CO.
H.32	Separate Corporate Entity	None			The work under this contract shall be performed by a separate corporate entity from the parent set up solely to perform this contract and shall be totally responsible for all contract activities.
H.33	Responsible Corporate Official	None	CO notification of change		The contractor shall identify a single corporate official, at a level above the contractor, who is accountable for performance under the contract. Changes shall be promptly identified to the CO. Effective 12/31/02, John A. Fees replaced E. Allen Womack, Jr.
H.34	Performance Guarantee	None			All parents or member organizations of the contractor shall execute a performance guarantee agreement that shall be incorporated in the contract, as Section J, Appendix G. Joint and several liability shall apply. If any signatory initiates bankruptcy proceedings, the CO shall be notified in writing.
H.35	RESERVED				
H.36	RESERVED				

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
 B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.37	Consecutive Numbering	None			Due to automated processes, clauses may not be consecutively numbered.
H.38	Quality Assurance System	Yes – Quality Assurance Program.	DOE approval of QA Program	✓	The Contractor shall establish and maintain a Quality Assurance Program approved by DOE that satisfies the requirements of DOE Order 4124.1A, “Quality Assurance” encompassing all areas of performance by the contractor, and the QA Rule (10 CFR Part 830.120) for nuclear facilities. <i>Any subcontractor supporting this work shall comply with the contractor’s approved QA Program and/or Plans.</i>
H.39	Environmental Justice	None			B&W Y-12 agrees to embrace the principles of Environmental Justice, and to comply with EO 12898 on Environmental Justice
H.40	Permits, Applications, Licenses, and Other Regulatory Documents.	Yes – Annual ISM Plan	CO approval as required		Consistent with the clause in Section I entitled, “ <i>Permits or Licenses,</i> ” the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting pertinent activities at the Y-12 National Security Complex (NSC).
H.41	Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties	None			The Contractor shall accept, in its own name, services of notices of violations or alleged Violations (NOVs/NOAVs) issued by Federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
H.42	Nuclear Facility Operations	None			The Contractor shall comply with all applicable DOE nuclear safety related rules, regulations, and orders and with those nuclear safety requirements (including reporting requirements and instructions) of DOE. Operations within the Nuclear Facility will be conducted in accordance with DOE approved authorization agreements.
H.43	Special Assessment of Contractor Performance	None			This clause required a performance assessment of the contractor at the end of 23 months.
H.44	Integrated Accounting	None			The Contractor’s financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's Primary Accounting System for reporting financial activity under this contract in accordance with requirements imposed by the contracting officer pursuant to the clause in Section I entitled “ <i>Laws, Regulations, and DOE Directives.</i> ”
H.45	Financial Management System	Annual Plan			The Contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the Contractor in connection with the work under this contract, expenditures, costs, and encumbrances; permits the preparation of accounts and accurate, reliable financial and statistical reports; and assures that accountability for the assets can be maintained.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
 B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.46	Liability With Respect to Cost Accounting Standards			✓	The Contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this contract entitled, "Cost Accounting Standards," and "Administration of Cost Accounting Standards," if its failure to comply with the clauses is caused by the Contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive. The Contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, " <i>Cost Accounting Standards</i> ," and FAR 52.230-6, " <i>Administration of Cost Accounting Standards</i> ," if the Contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the Contractor seeks the subcontract price adjustment and cooperates with
H.47	Work for Others Funding Authorization				Any uncollectible receivables resulting from the Contractor utilizing Contractor corporate funding for reimbursable work shall be the responsibility of the Contractor, and the United States Government shall have no liability to the Contractor for the Contractor's uncollected receivables.
H.48	Allocation of Responsibilities for Contractor Environmental Compliance Activities				Allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties," for implementing the environmental requirements at facilities within the scope of the contract.
H.49	Hazardous Materials	Yes – Material Data Sheet Complete			Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location.
H.50	Oak Ridge Operations (ORO) Services	None			Provides guidelines for obtaining services from and providing services to other DOE prime contractors.
H.51	RESERVED				
H.52	Lists and Attachments	None			With respect to Clause I.85, DEAR 970.5204-2 Laws, Regulations, and DOE Directives, any reference to "List B" will refer to "Section J Attachment E" of this contract.
H.53	Definition of Contractor in FAR Clause 52.250-1 (OCT 2000)	None			Defines numerous terms relative to contractor activities.
H.54	Lobbying Restriction (Energy and Water Development Appropriations)	None			The Contractor agrees that none of the funds obligated on this award shall be made expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to, communicate to Members of Congress as described in 18 U.S.C. 1913.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
H.55	Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2001)	None			The Contractor agrees that none of the funds obligated on this award shall be made available for any activity of the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.
H.56	Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	None			It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.
H.57	Determination of Appropriate Labor Standards	None			DOE shall determine the appropriate labor standards, in accordance with the Service Contract Act, the Davis-Bacon Act, or other applicable labor laws which shall apply to work performed under this contract.
H.58	Advance Understanding Regarding Special Hazards Associated with Support of Nuclear and Other Threats Outside the United States	None			The parties recognize that the Contractor’s support of DOE and/or other federal agency efforts to reduce threats from nuclear, radiological, chemical, biological, or explosive materials, facilities and/or devices, or missile technology located outside the United States may prove hazardous to Contractor employees who volunteer for these assignments.
H.59	Electric Subcontracting Reporting System				The offeror’s subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

PART II CONTRACT CLAUSES					
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.1	FAR 52.202-1 Definitions	None			This clause provides the definitional basis for various terms used in the contract. It also includes some that are specific to DOE.
I.2	FAR 52.203-3 Gratuities (APR 1984)	None			This clause establishes that the agency head or designee may terminate the contract if the Contractor offered or gave a gratuity to an officer, official or employee of the government with the intent to influence a governmental decision to obtain a contract or a favorable decision under an existing contract.
I.3	FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)	None			The effect of this clause is to preclude a party from brokering government contracts. Contingent fee arrangements to 3 rd party salesmen are believed to harbor bad business practices and would prevent the government from knowing who is ultimately responsible for performance of the contract.
I.4	FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)	None		✓	This clause stipulates that the Contractor shall not enter into any agreement with an actual or prospective subcontractor, which has or may have the effect of restricting that subcontractor from making sales directly to the Government. The substance of this clause shall be flowed down to all subcontracts >\$100,000.
I.5	FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)	None		✓	This clause authorizes the Contracting Officer to offset the amount of any kickback against any monies owed by the Government and / or direct the Contractor to withhold sums owed to a subcontractor if kickbacks are found. The substance of this clause (without subparagraph (c)(1)) shall be flowed down to all subcontracts >\$100,000.
I.6	FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None			This clause refers to the rights and remedies available to the government in the event there is a violation of the Procurement Integrity Act, which prohibits the use of a competitor's data or confidential government source selection information in competing for a contract. The government can determine to rescind the contract in extreme cases. Suspension and debarment are additional options available to the government.
I.7	FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None		✓	This clause refers to the rights and remedies available to the government in the event there is a procurement integrity violation by the contractor or subcontractor. The HCA, or designee, can determine to reduce the fee or to terminate the contract for default. This clause is not a required flow-down, but given the application to subcontractors, best practices indicate that it should be flowed down or a similar clause drafted that makes the same penalties applicable.
I.9	FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)	Yes – SF LLL	Legal	✓	This clause addresses the prohibition of using Federal appropriated money for lobbying to influence or attempting to influence an agency or Congress in connection with a Federal contract, grant, loan or cooperative agreement. This clause also requires that any entity that uses its own funds disclose that fact in a report (OMB SF LLL Disclosure of Lobbying Activities) at the end of any quarter where such a payment has been made. This clause requires that subcontractors receiving contracts >\$100,000 also provide a certification and provide a quarterly disclosure if applicable.
I.10	FAR 52.204-4 Printed or Copied Double-sided on Recycled Paper (JUN 1996)	None			The contractor is encouraged to submit paper documents that are printed/copied double-sided on recycled paper that meets minimum content standards specified in Executive Order 12873 (10/20/93) as amended by EO 12995 (3/25/96).

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX

B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.11	FAR 52.209-6 Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)	None	CO notification if debarred subcontractor is used	✓	This clause stipulates that the Contractor shall not enter into subcontracts >\$25,000 with a party that is debarred, suspended or proposed for debarment unless there is a compelling reason to do so. Contractor shall notify the Contracting Officer with specific information before entering into any agreement with a subcontractor that is debarred, suspended or proposed for debarment. Subcontractors are required to disclose their status before contract award.
I.12	FAR 52.211-5 Material Requirements (OCT 1997)	None	CO authorization required for use of other than new materials	✓	B&W Y-12 must provide only "new" material under this contract. Used, reconditioned, or remanufactured supplies, or unused former Government surplus property may not be used unless the CO authorizes it.
I.13	FAR 52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)	None			This clause establishes the order of precedence in the contract to resolve any inconsistencies as follows: (a) The Schedule (i.e., the cover page through Section H); (b) Representations and other instructions; (c) Contract clauses (i.e., Section I); (d) Other documents, exhibits, and attachments; and, (e) The Specifications.
I.14	FAR 52.215-15 Pension Adjustment and Asset Reversions (DEC 1998)	Yes – If prescribed action is taken	Finance		When a defined benefit pension plan is terminated or funds recaptured, the government must be notified and if the government contributed to that plan under a contract, the government is due a credit in accordance with proscribed procedures and allocations. This is a required flow-down for all subcontracts where cost or pricing data is required or for which any preaward or post award cost determinations will be subject to Part 31 of the FAR.
I.15	FAR 52.215-21 Requirements for Cost or Pricing Data – Modifications (Oct 2004)	None			This clause describes exceptions to the requirement to submit cost or pricing data and establishes the Government's right to examine books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price.
I.16	Option to Extend the Term of the Contract (Mar 2000)	None			Provides for extending the contract with B&W Y-12.
I.17	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2004)				A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment.
I.18	FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)	None		✓	This clause presents the Government policy concerning small business concerns (i.e., veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns) and further requires the contractor to establish procedures to adhere to such policies. The Contractor agrees to carry out the small business policy of the Government in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. FAR 52.219-9 requires this clause to be included as a flow-down in any subcontract (except with small businesses) that has further subcontracting opportunities.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.19	FAR 52.219-9 Small Business Subcontracting Plan (JUL 2005)	Yes – SF 294 SF 295 Annual Plan	CO approval of Plan and incorporation into contract	✓	This clause requires the Contractor to annually submit a subcontracting plan, which separately addresses subcontracting with the various categories of small businesses, for approval by the Contracting Officer. The clause provides a description of what the plan should cover. The Contracting Officer is required to approve / disapprove any goals and deviations to the plan. This clause shall be flowed down to all subcontracts (except those with small business concerns) in excess of \$500,000 (\$1,000,000 for construction of any public facility). This clause further requires the filing of periodic reports, and the active development of small businesses as suppliers.
I.20	FAR 52.219-16 Liquidated Damages Subcontracting Plan (JAN 1999)	None			This clause provides for procedures to enforce liquidated damages to the contractor if the contractor fails to make a good faith effort to meet its subcontracting goals. The Contracting Officer provides the contractor written notice specifying the failure and permitting the contractor to demonstrate what good faith efforts have been made to meet the goals. Should the Contracting Officer find that the contractor failed to make a good faith effort, the Contracting Officer shall issue a final decision to that effect and require the contractor to pay the Government liquidated damages in an amount, dollar for dollar, that the contractor failed to meet for each subcontract goal.
I.21	FAR 52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)	Yes – Optional Form 312 and SF 294	Procurement		B&W Y-12 is charged with ascertaining the correct status of any JV, teaming arrangement, or subcontractor by requesting a self-certification and then verifying against SBA data. NOTE: This clause requires the reports to be filed at contract completion “or as otherwise provided in this contract.”
I.22	FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)	None	CO notification of labor dispute		This clause requires the Contractor to give notice to the Contracting Officer of any actual or potential labor dispute that may adversely impact performance under the contract.
I.23	FAR 52.222-3 Convict Labor (JUN 2003)	None			This clause stipulates that currently incarcerated convicts are not to be employed in the performance of this or any federal contract, except under specific circumstances.
I.24	FAR 52.222-4 Contract Work Hours and Safety Standards Act- Overtime Compensation (JUL 2005)	None		✓	Laborers or mechanics working in excess of 40 hours in a workweek shall be paid overtime compensation. The Contracting Officer may withhold payments to the contractor required to satisfy any liabilities for unpaid wages and liquidated damages. The Contractor will make payroll and basic records available to the Contracting Officer or DOL representatives and will allow the same to interview employees to validate payrolls. Records must be retained for three years following completion of the contract. This clause shall be flowed down to all subcontracts >\$100,000 at all tiers.
I.25	FAR 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996)	None		✓	The contractor must insure flow down provisions concerning Walsh Healy regarding the prescribed minimum wage requirements are contained in subcontracts for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$10,000. This clause references 41 U.S.C. Sections 35 through 45, and incorporates by reference 41 CFR Chapter 50.
I.26	FAR 52.222-21 Prohibition of Segregated Facilities	None		✓	The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX

B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.27	FAR 52.222-26 Equal Opportunity (APR 2002)	Yes – EEO-1 (41 CFR Part 60-1)	Employee Concerns	✓	This clause prohibits discrimination against employees and requires the contractor to take affirmative action to ensure that discrimination does not exist as regards to personnel issues. The Contracting Officer will provide an EEO poster to the contractor that will be displayed in a prominent place of business. Requires compliance with EO 11246. This clause shall be flowed down to all subcontracts.
I.28	FAR 52.222-29 Notification of Visa Denial (JUN 2003)	Yes – If Visa is denied			Requires notification to the Departments of State and Labor if the Contractor has knowledge that an entry Visa has been denied any person for work on a federal contract where that denial is based on the race, color, religion, sex, or national origin of the employee or potential employee.
I.29	FAR 52.222-35 Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)	None		✓	This clause prohibits the Contractor from discriminating against disabled and Vietnam Veterans, and requires the Contractor to take affirmative action to employ Vietnam Era veterans. Requires listing openings with the State unemployment office. This clause shall be flowed down to all subcontracts >\$10,000.
I.30	FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)	None		✓	This clause requires the Contractor to not discriminate against any employee because of physical or mental disability and to take affirmative action to employ, advance, and otherwise support disadvantaged individuals. This clause shall be flowed down to all subcontracts >\$10,000 and requires prime contract enforcement of its provisions.
I.31	FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)	Yes – VETS 100	Employee Concerns	✓	This clause requires the Contractor to report annually concerning the number of disabled and Vietnam era veterans in the workforce and those hired during the year. This clause shall be flowed down to all subcontracts >\$10,000.
I.32	FAR 52.223-3 Hazardous Material Identification and Material Safety Data (ALT 1 - JUL 1995)	None			This clause provides a framework for the deliver of hazardous material under the contract, the submittal of a Material Safety Data Sheet, and requires the Contractor's compliance with Federal, State and local laws, codes and ordinances, and regulations in connection with hazardous materials. Federal Standard 313 and 29 CFR 1910.1200(g) are incorporated by reference. Fed Std 313 is a dynamic document and the contractor is responsible for keeping current with all changes and updating MSDS data as necessary. NOTE: There is a blank in this clause where the hazardous material that is delivered under this contract is to be listed. It says that if there is none, to so state. The clause is blank.
I.33	FAR 52.223-5 Pollution Prevention and Right to Know Information (ALT 1 - AUG 2003)	Yes	ES&H		This clause requires the Contractor to provide all information necessary to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109). Includes planning, notice, MSDS, inventory, and toxic chemical release inventory (including reduction and recycling). Also includes compliance with EO 12856.
I.34	FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)	None			Requires compliance with 42 U.S.C. 7671g and 7671h of the Clean Air Act as they relate to the use of freon and refrigerants.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.35	FAR 52.223-14 Toxic Chemical Release Reporting (AUG 2003)	Yes – Form R	ES&H	✓	B&W Y-12 is required to comply with 42 U.S.C. 11023(a) and (g), the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) by filing Form R by July 1 for the prior calendar year. Failure to comply can result in termination of the contract. This is a required flow down for all competitive subcontracts expected to exceed \$100,000.
I.36	FAR 52.224-1 Privacy Act Notification (APR 1984)	None			This clause provides notice that the Contractor will be required to design, develop or operate a system of records on individuals to accomplish an agency function subject to the Privacy Act (5 U.S.C. 552a) and applicable agency regulations. Violations may involve imposition of criminal penalties.
I.37	FAR 52.224-2 Privacy Act (APR 1984)	None			This clause requires the Contractor to comply with the Privacy Act of 1974, which protects the rights of individuals when records are being maintained in a fashion that would permit the identification of any individual based on the information contained in those records.
I.38	FAR 52.225-1 Buy American Act – Supplies (JUN 2003)	None			B&W Y-12 is required to use only domestic end products, with four possible exceptions. Authority is the Buy American Act, 41 U.S.C. 10.
I.39	FAR 52.225-8 Duty-Free Entry (FEB 2000)	None	Request and obtain CO approval of Duty-Free Entry	✓	This clause provides the process for obtaining CO approval for duty free entry of foreign made products. Failure to obtain CO approval will result in any duties paid being unallowable costs. This is a required flow down for any subcontract awarded to provide supplies identified in the schedule as supplies to be afforded duty free entry (none are) and other foreign supplies in excess of \$10,000.
I.40	FAR.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)	None		✓	This clause stipulates that the Contractor shall not acquire supplies or services originating from or flowing through countries (i.e., Cuba, Iran, Iraq, Libya, North Korea and Sudan) whose products are banned from importation into the United States unless advance written approval of the Contracting Officer is obtained. This clause shall be flowed down to all subcontracts at all tiers.
I.41	DEAR 970.5227-4 Authorization and Consent (AUG 2002)	None		✓	The government authorizes and consents to the use and manufacture of any invention covered by a patent. Required flow down in all subcontracts.
I.42	DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	None	Report infringement to the CO	✓	Any claim of infringement shall be reported to the CO and the contractor shall assist the government in its defense against any claim for patent or copyright infringement. Required flow down in all contracts above the simplified acquisition threshold at FAR 2.101.
I.43	DEAR 970.5227-6 Patent Indemnity – Subcontracts (DEC 2000)	None		✓	Patent indemnity shall be sought from all subcontractors in accordance with 48 CFR 52.227-3.
I.44	FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (APR 1984)	None	CO notification	✓	The filing of a patent application does not suspend the rules pertaining to the protection of classified material. Prior to filing any such patent application the CO shall be notified and the contractor shall follow established procedures to protect the classified nature of any such patent application. This is a required flow down in any subcontract at any tier likely to cover classified subject matter.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.45	FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)	None			This clause grants the government unlimited rights in all technical data contained in the proposal submitted by B&W Y-12 in winning this contract. The clause should have indicated the date of the proposal rather than inserting N/A in the blank, but that probably does not affect the effectiveness of the clause.
I.46	FAR 52.230-2 Cost Accounting Standards (APR 1998)	Yes – for changes to the disclosure statement	Submittal of initial CAS Disclosure Statement	✓	Requires compliance with CAS requirements (48 CFR 9903.201-1 and -2) including the requirement for the contractor to submit a Disclosure Statement, which discloses the Contractor's accounting practices. Negotiations are required to determine when a change may be made to cost accounting practices except that no agreement will be made that increases the costs paid by the Government. The substance of this clause shall be flowed down to all negotiated subcontracts >\$500,000, unless exempt.
I.47	FAR 52.230-6 Administration of Cost Accounting Standards (APR 2005)	Yes – 1) Notice & cost impact proposal 2) Notice to subs' ACO	Notification to CO and CO approval of changes	✓	This clause proscribes the actions required for the administration of CAS. Specifically: Submit a description of any cost accounting practice change including cost impact proposal; Notify the Contracting Officer of any adjustments to subcontracts as appropriate; and, Require subcontract CAS compliance as appropriate. Required flow down in all negotiated subcontracts.
I.48	FAR 52.232-17 Interest (JUN 1996)	None			Requires that interest be paid on any amounts due the government if not paid within 30 days of becoming due, at a rate established by the Secretary of the Treasury under the Contract Disputes Act (PL 95-563).
I.49	FAR 52.232-24 Prohibition of Assignment of Claims (JAN 1986)	None			This clause states that the Contractor may not assign or transfer any interest or claim under this contract.
I.50	FAR 52.233-1 Disputes (DEC 1998) ALTERNATE I (DEC 1991)	None			This clause indicates that this contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613), and sets out the procedural requirements of submitting and resolving a claim under the contract. For claims less than or equal to \$100,000, the CO must, if requested in writing by the Contractor, render a decision within 60-days of the request. For claims over \$100,000, a certification is required and the government has 60 days to either decide the claim or state when a decision will be rendered. The CO's decision is final unless the Contractor appeals or files a suit as provided in the Act. The Contractor is required to continue performance pending final resolution of any request for relief, claim, appeal or action arising under or relating to this contract.
I.51	FAR 52.233-3 Protest After Award (AUG 1996) ALTERNATE I (JUN 1985)	None			Provides a procedure to stop work in the event of a protest. Clause is moot at this point, but may become operative in the event of the exercise of one or more options under the contract.
I.52	FAR 52.236-8 Other Contracts (APR 1984)	None			The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer.
I.53	FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None			Establishes a standard or reasonable care in operating on government sites. Makes contractor responsible for repair or replacement for damage caused by their unreasonable actions.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.54	FAR 52.237-3 Continuity of Services (JAN 1991)	None			This clause requires the Contractor to furnish phase-in, phase-out training and services for up to 90-days after the contract expires upon written notice by the Contracting Officer for continuity purposes should a successor contractor be awarded a contract for the site. Requires that personnel and their records be made available to a successor contractor. Costs occasioned by this clause are reimbursable with fee.
I.55	FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)				The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed.
I.56	FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)	None	Notify CO of justification within 60 days		Upon notice of intent to disallow costs from the Contracting Officer, the contractor may respond in writing within 60-days with justification for allowance of the costs. Within a subsequent 60-day period the Contracting Officer may either withdraw the notice of intent or issue a written final decision. Such notice is not a pre-requisite for cost disallowances.
I.57	FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)				The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms.
I.58	FAR 52.242-13 Bankruptcy (JUL 1995)	Yes – In the event of bankruptcy.	CO notification		This clause requires the Contractor to provide written notification to the Contracting Officer by certified mail within 5-days of the initiation of bankruptcy proceedings to include pertinent information associated with the bankruptcy petition. This clause is operative until final payment under the contract.
I.59	FAR 52.244-5 Competition in Subcontracting (DEC 1996)	None			Requires subcontracts to be awarded on a competitive basis “to the maximum practical extent”. Provides exceptions under the DOD Mentor-Protégé program.
I.60	FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (FEB 2006)	None		✓	This clause requires, to the maximum extent practicable, that the Contractor incorporate and require its subcontractors to incorporate commercial items or nondevelopmental items as components of items to be supplied under the contract. The terms of this clause shall be flowed down to all subcontracts. Further, in a commercial contract only three flow downs are proscribed, namely 52.222-26, Equal Opportunity; 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; and 52.222-36, Affirmative Action for Workers with Disabilities.
I.61	FAR 52.247-1 Commercial Bill of Lading Notations (APR 1984)	None			Informational type clause on commercial bill of lading notations if the Contracting Officer authorizes this method of shipment.
I.62	FAR 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)	None		✓	This clause indicates that the Contractor and subcontractors are to use U.S. flag air carriers. The substance of this clause shall be flowed down to all subcontracts that may involve international air transportation. Ref. 49 U.S.C. 40118.
I.63	FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	None		✓	This clause requires that the Contractor use privately owned U.S.-flag commercial vessels to transport at least 50% of the gross tonnage of equipment, materials or commodities that may be transported in ocean vessels. The contractor is required to provide a copy of a rated onboard ocean bill of lading to the Contracting Officer. The substance of this clause shall be flowed down to all subcontracts above the simplified acquisition threshold. Ref. 46 U.S.C. 1241(b).

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.64	FAR 52.249-6 Termination (Cost Reimbursement) (MAY 2004) as modified by DEAR 970.4905-1(b)	None			This clause permits the government to terminate the effort under the contract for either convenience or default. Detailed procedures are proscribed to settle claims and close out the contract.
I.65	52.249-14 Excusable Delays (APR 1984)	None			The Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without its fault or negligence. If the failure to perform is caused by the failure of a subcontractor different requirements apply but the Contracting Officer may adjust the schedule if neither party is at fault.
I.66	FAR 52.251-1 Government Supply Sources (APR 1984)	None	CO letter of authorization required		The Contracting Officer may issue the contractor an authorization to use government supply sources (e.g. GSA Schedules).
I.67	FAR 52.251-2 Interagency Fleet Management System (IFMS) Vehicles and Related Services (JAN 1991)	None	CO letter of authorization required		The CO may authorize B&W Y-12 to obtain interagency fleet management system (IFMS) vehicles and related services in performance of the contract. If so, the use is in accordance with 41 CFR 101-39 and 101-38.301-1.
I.68	FAR 52.252-6 Authorized Deviations in Clauses (AUG 1984)	None			The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause. The use in this solicitation or contract of any DEAR clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.
I.69	FAR 52.253-1 Computer Generated Forms (JAN 1991)	None			This clause allows the Contractor to submit data required to be on Standard or Optional Forms prescribed by the FAR or any agency supplement to be submitted on a computer generated version of the Standard or Optional Form so long as it is identical in all respects.
I.70	DEAR 952.204-2 Security (MAY 2002)	None		✓	This clause stipulates that it is the Contractor's duty to safeguard all classified information, special nuclear material and other DOE property. In the event the contract is terminated, and the Contracting Officer approves retention of classified information, the security provisions of the contract shall remain applicable. Types of information are defined, and reference is made to criminal prosecution for those who violate federal law related to the protection of classified information. Similar provisions to this clause shall be flowed down to all subcontracts.
I.71	DEAR 952.204 Classification/Declassification (SEP 1997)			✓	In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the DOE's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material.
I.72	DEAR 952.204-71 Sensitive Foreign Nations Controls (APR 1994)	None		✓	This clause activates Section J, Appendix F concerning Sensitive Foreign Nations and reports required concerning any activities that involve persons from those countries. This clause is a required flow down in all subcontracts.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.73	RESERVED				
I.74	DEAR 952.208-7 Tagging of Leased Vehicles (APR 1984)	None			This clause refers to the intention to use Government license tags for leased vehicles, but DOE may utilize state tags on leased vehicles if necessary to accomplish its mission. If so, the contractor is responsible to obtain the necessary forms from the state.
I.75	DEAR 952.209-72 Organizational Conflicts of Interest (JUN 1997) (ALTERNATE I – JUL 1997)	None	CO approval of mitigation if necessary	✓	The purpose of the clause is to ensure the contractor is not biased and does not obtain any unfair advantage by virtue of its performance of this contract. Contracting Officer approval is required for waivers to provisions of this clause. A clause substantially similar to this clause shall be included in all subcontracts that exceed the simplified acquisition threshold of the FAR and involving the performance of advisory and assistance services as defined in FAR 37.201. Requires the obtaining of a subcontractor disclosure in accordance with DEAR 909.507-1 and the written determination that there is no conflict.
I.76	DEAR 952.217-70 Acquisition of Real Property (APR 1974)				The Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property.
I.77	DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None			DOE has right of inspection to all such records, and contractor shall retain all such records generated in the performance of work under this contract until authorized by DOE to dispose of them. Upon completion or termination, they may be surrendered to DOE. Title vests with DOE upon surrender. NOTE: Long-term retention by contractor is at contractor's expense.
I.78	DEAR 952.224-70 Paperwork Reduction Act (APR 1994)	None			This clause applies only to directions by DOE to the contractor specifically to collect information on behalf of DOE from 10 or more persons who are not Federal employees. The clause indicates the procedural requirements that are imposed by the Act and OMB in the collection of the information. A 90-day suspense period is necessary for OMB clearance.
I.79	DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)	None		✓	This clause refers to a current or former employee of a Contractor or subcontractor employed at a DOE Defense Nuclear Facility (1) whose employment has been, or will be, involuntarily terminated (except if for cause), and (2) meets the criteria in the DOE guidance for Contractor workforce restructuring, and (3) is qualified for a particular DOE job vacancy or with one of its contractors. The Contractor is required to provide a preference in hiring to an eligible employee to the extent practicable for work performed under the contract. The requirements of this clause shall be flowed down to all subcontracts at any tier >\$500,000 (excluding subcontracts for commercial items).
I.80	DEAR 970.5227-12 Patent Rights – Management and Operating Contracts, For- Profit Contractor, Advance Class Waiver (AUG 2002) (ALT I – DEVIATION)	Yes – Annual report on inventions	Legal		This clause applies to inventions conceived or first actually reduced to practice by B&W Y-12. Under certain circumstances, the contractor can elect to capture the rights to a subject invention. The government will retain certain license rights and march-in rights. The contractor must actively seek to commercialize the invention within five years. The Contracting Officer shall have the right to examine any books or records. There are prescribed clauses for large and small businesses for any contract that involves any form of R&D. Alternate I adds subparagraphs (a)(9) and (b)(10) dealing with “Weapons Related Subject Inventions.”
I.81	RESERVED				

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.82	DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT 2005)	None		✓	This is an update of the June 1996 version of the clause in the original contract. The clause (also know as the Price-Anderson indemnity clause) provides indemnification (financial protection) to the Contractor and its subcontractors against public liability for extraordinary nuclear occurrence as defined in subsection 170d. of the Atomic Energy Act of 1954, as amended. Ref. 10 CFR part 840. Both civil and criminal penalties can accrue to individuals for failure to comply with DOE nuclear-safety related rules, regulations, or orders. This clause shall be inserted in any subcontract, which may involve the risk of public liability as defined in the Act.
I.83	DEAR 952.251-70 Contractor Employee Travel Discounts (DEC 2000)	None			This clause requires B&W Y-12 to make use of travel discounts that are offered to Federal travelers as they may be offered by contracted airlines, hotels and motels and car rental companies when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available to the Contractor's employees performing official government contract business. The Contracting Officer may have to issue a letter of identification for the traveler if required to do so by the vendor providing the services to the traveler.
I.84	DEAR 970.5204-1 Counterintelligence (DEC 2000)	None			This clause requires the Contractor to protect DOE programs, facilities, technology, personnel, and unclassified sensitive as well as classified information from foreign intelligence threats and activities in accordance with DOE Order 5670.3, Counterintelligence Programs, EO 12333, US Intelligence Activities, "and other pertinent national and Departmental Counterintelligence requirements". It also requires the Contractor to appoint a Counterintelligence Officer for such purposes.
I.85	DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)	Yes – Impact analysis within 30 days of request	Quality (with support from all)	✓	This is the clause for implementation of the Directives process. Applicable directives are listed in Appendix E. The CO can change the list at any time, with notice, and increased costs are subject to the "Changes" clause. It is the contractor's responsibility to determine appropriate flow down of directives to subcontractors.
I.85	DEAR 970.5223-1 Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)	Yes – annual update to the SMS	ES&H	✓	This clause indicates that the in the performance of work under the contract, the Contractor will perform work safely, in a manner that protects employees, the public and the environment in accordance with a documented Safety Management System (SMS) approved by DOE. The clause provides detailed guidance on the content of the SMS. This clause, substantially as written, shall be included in any subcontracts to ensure compliance with ES&H requirements applicable to the contract. May require that subcontractor provide SMS to B&W Y-12 for approval.
I.86	DEAR 970.5204-11 Changes (APR) (970-1 (DEC 2000)				The Contracting Officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract.
I.88	DEAR 970.5203-3 Contractor's Organization (DEC 2000)	Yes – Org chart original and updates	CO notification		This clause requires the Contractor to furnish the Contracting Officer an organization chart showing the names, duties and organization of key personnel utilized under the contract, provide a full time resident supervisor in charge of all work under the contract, maintain satisfactory standards of employee competency, conduct, and integrity; and, take disciplinary actions with employees as appropriate. Standards shall be established i/a/w DEAR 970.2272, subject to CO approval.
I.89 - I.104	RESERVED				

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.105	DEAR 952.215-70 Key Personnel (DEC 2000)	Yes – Proposed changes for approval	CO approval of changes		This clause indicates that “key personnel” identified in Section J, Appendix D are essential to the work being performed under the contract, and that any change to the key personnel listed must be approved by Contracting Officer in advance.
I.106 – I.123	RESERVED				
I.124	FAR 52.250-1 Indemnification Under Public Law 85-804 (ALTERNATE I – APR 1984)	None	CO approval required for inclusion in subcontracts	✓	This clause implements PL 85-804’s indemnification provisions for “unusually hazardous or nuclear” activities, relieving the contractor from financial liability beyond insurable levels for specified incidents. Specific activities for which this indemnification applies are listed in the clause and apply to activities primarily outside of the US. With CO approval this indemnification may be passed along to subcontractors.
I.125	DEAR 970.5222-1 Collective Bargaining Agreements – Management and Operating Contracts (DEC 2000)	None		✓	This clause requires the contractor to use their best efforts to maintain continuity of services in the provisions of any collective bargaining agreement entered into at the site by ensuring that grievances and disputes are settled without resorting to strike, lockout or other interruption of normal operations. The substance of this clause shall be included in any subcontracts for protective services or other services on the site, which might affect the continuity of operations of the facility.
I.126 – I.129	RESERVED				
I.130	FAR 52.222-6 Davis Bacon Act (JUL 2005)	None		✓	Required for construction work valued at more than \$2,000. Incorporates into the contract a Wage Determination of the Secretary of Labor and requires personnel working in the listed categories be paid no less than the wages and benefits listed in the determination. Insert this clause in construction subcontracts.
I.131	FAR 52.222-7 Withholding of Funds (FEB 1988)	None		✓	Authorizes withholding of payments under any federal contract held by the Contractor for failure to pay personnel as required by the contract. Insert this clause in construction subcontracts.
I.132	FAR 52.222-8 Payrolls and Basic Records (FEB 1988)	Weekly payrolls to the CO		✓	Requires maintenance of payroll records for 3 years after completion of the contract and provides for weekly payroll reports to be sent to the Contracting Officer. Failure to provide the required report can result in withholding of payments. The prime contractor is responsible for submittal of subcontractor’s payroll reports; therefore, this clause should be inserted into any subcontracts for construction.
I.133	FAR 52.222-9 Apprentices and Trainees (JUL 2005)	None		✓	Provides conditions for the employment of apprentices and trainees who are paid less than the prevailing wage rate for their job classifications. Insert this clause in construction subcontracts.
I.134	FAR 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)	None		✓	Requires compliance with the provisions of the Copeland Act (29 CFR Part 3) relative to reporting of payroll and withholding in construction contracts that are subject to the Davis Bacon Act. Insert this clause in construction subcontracts.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.135	FAR 52.222-11 Subcontracts (Labor Standards) (JUL 2005)	None		✓	This clause specifies that the prime contractor shall insert the clauses at FAR 52.222-4 and 52.222-6 through – 15 into all construction subcontracts. In addition, the prime contractor must deliver to the Contracting Officer a SF1413 signed by each subcontractor to indicate that the subcontractor is aware that the FAR clauses are incorporated into his subcontract. The prime contractor is responsible for subcontractor compliance. Insert the substance of this clause in all construction subcontracts.
I.136	FAR 52.222-12 Contract Termination – Debarment (FEB 1988)	None		✓	This clause provides for penalties including termination for default and debarment for breach of the Davis Bacon Act clauses and/or the associated clauses. Insert this clause in construction subcontracts.
I.137	FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	None		✓	Incorporates all rulings and regulations regarding the Davis Bacon Act and related Acts into the contract by reference (29 CFR Parts 1, 3 and 5). Insert this clause in construction subcontracts.
I.138	FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988)	None		✓	Disputes concerning labor standards will be settled in accordance with procedures developed by the U. S. Department of Labor, not by the Disputes clause of this contract. Insert this clause in construction subcontracts.
I.139	FAR 52.222-15 Certification of Eligibility (FEB 1988)	None		✓	The prime contractor certifies that they are not ineligible to receive a contract as determined by the Secretary of Labor and will not award a subcontract to any organization that has been determined ineligible for award by the Secretary of Labor. Insert this clause in construction subcontracts.
I.140	FAR 52-222-16 Approval of Wage Rates (FEB 1988)	None		✓	Proposed straight time wage rates that exceed the rate required in the Davis Bacon minimum wage determination must receive the written approval of the head of the contracting activity or his specific designee. Payment of higher rates without the required approval will be unallowable cost. Insert this clause in construction subcontracts.
I.141	DEAR 970.5217-1 Work for Others Program (Non-DOE Funded Work) (JAN 2005)	None			Uncollected receivables due to any work for others effort is the responsibility of the contractor and not DOE, however the contractor is authorized to expend corporate funds for the furtherance of the WFO program.
I.142	DEAR 970.5232-3 Accounts, Records and Inspection (ALT II) (DEC 2000)	Yes – Financial reports as requested by the CO and an annual report	Finance and Procurement	✓	This clause provides direction to the Contractor for disposition and inspection of financial records under the contract. It also requires the Contractor to: Maintain an internal audit function satisfactory to DOE; Maintain a system of accounts subject to inspection and audit by DOE (Ref. Clause I.121); <input type="checkbox"/> Preserve all financial records as government property for 3-years after final payment at which time the Contractor may dispose of records at the direction of the Contracting Officer; <input type="checkbox"/> Furnish progress reports and schedules concerning the work as directed by the Contracting Officer; <input type="checkbox"/> Request an “assist audit” of subcontractor’s costs or arrange for an audit by the cognizant government audit agency through the Contracting Officer; <input type="checkbox"/> Provide adequate facilities to GAO for examination of contractor’s records as well as subcontract records. The Contractor is required to flow-down provisions similar to those in paragraphs (a) through (g) and paragraph (i) in all subcontracts where costs incurred are a factor in determining the amount payable to the subcontractor.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.143	DEAR 970.5232-2 Payments and Advances (ALT III) (DEC 2000)	Yes – Annual cost statement as of 9/30 each year	Finance		This clause describes the process for contractor access to funds, including a reference to the special bank account appendix (Appendix B), and the process necessary to close out the account at the end of the contract. It requires that the contractor take advantage of all applicable discounts, trade credits, refunds, or rebates.
I.144	DEAR 970.5232-4 Obligation of Funds (DEC 2000)	Yes – Notification that funds will be expended within 30 days	Finance		This clause describes the funds obligation process along with the rights and obligations of the Parties. The Contractor should provide written notice to DOE when unexpended balance of available funds is insufficient to cover performance for next 30 days; and, whenever any DOE imposed limitation on costs through financial plans are expected to be exceeded or substantially under-run. Contractor agrees to follow and be bound by Financial Plans or other directives of DOE. NOTE ALSO: Clause H.19 contains additional and different guidance related to any over or under spending on individual WADs.
I.145	DEAR 970.5208-1 Printing (DEC 2000)	None		✓	This clause requires the Contractor to provide or obtain duplicating or printing services in accordance with the Government Printing and Binding Regulations. The substance of this clause shall be flowed down to all subcontracts that require printing.
I.146	DEAR 970.5203-1 Management Controls (DEC 2000) Revised to: DEAR 970.5203-1 Management Controls (DEC 2000) (DEVIATION)	Yes - Annual report			The alteration adds the following to subparagraph (a)(4) of the referenced clause: "Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity." In compliance with DOE Policy Flash 2006-23, paragraph (a)(1) is modified by adding "...including consideration of outsourcing functions;..."
I.147	DEAR 970.5245-1 Property (DEC 2000)	Yes – Property Management System for approval by the CO	CO approval of documented system	✓	Note: For a definition of "Managerial Personnel," see clause H.13. This clause spells out the detailed property management requirements of the contract. All property used in performance of this contract is Government Property, shall be inventoried and marked as such, shall be used solely for performance of this contract, and shall be generally managed in accordance with the Federal Property Management Regulations (41 CFR Chapter 101) and the Department of Energy Property Management Regulations (41 CFR Chapter 109). The contractor shall manage high-risk property and classified material in an appropriate fashion. The contractor is generally not responsible for the risk of loss of government property. The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of government property in its possession under the contract. Approval of the system is to be obtained from the Contracting Officer. The contractor is responsible for having conducted a baseline inventory with the predecessor contractor; but see MOD 3, Clause H.6. This clause is a required flow down in cost reimbursable subcontracts.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.148	DEAR 970.5244-1 Contractor Purchasing Systems (DEC 2000) (DEVIATION)	Yes – Approved System	CO approval of documented system		This clause requires the Contractor to develop, implement, and maintain formal policies, practices and procedures to be used in the award of subcontracts consistent with 48 CFR 970.71 and 48 CFR 970.7102. The system shall be subject to periodic Contractor Purchasing System Reviews i/a/w 48 CFR subpart 44.3. Advance notice shall be sought in accordance with 48 CFR 970.7109. Numerous purchases are subject to particular restrictions as specified in the clause. Certain flow down requirements are also specified.
I.149	DEAR 970.5229-1 State and Local Taxes (DEC 2000)	None			This clause requires B&W Y-12 to notify the Contracting Officer of any State or local tax, fee or charge levied on the Contractor with respect to the contract work, but which the Contractor has reason to believe, or the Contracting Officer has so advised, is or may be inapplicable or invalid. In such an event, the Contractor agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. B&W Y-12 may be requested to file suit to recover taxes. The contractor is held harmless under this clause, and all recoveries or credits inure to the benefit of the government.
I.150	DEAR 970.5228-1 Insurance – Litigation and Claims (MAR 2002)	None	CO approval prior to litigation		This clause indicates that B&W Y-12 can be directed by the Contracting Officer to initiate litigation against third parties pursuant to performance under the contract. Prior written authorization from the CO is necessary to defend litigation. Liability expenses to third persons will be disallowed if resulting from willful misconduct or bad faith of the Contractor’s managerial personnel (Ref clause H.13), or for the failure to maintain authorized levels of insurance and bonding. This clause also authorizes the purchase of insurance and bonds.
I.151	DEAR 970.5236-1 Government Facility Subcontract Approval (DEC 2000)	None			Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.
I.152	DEAR 970.5223-2 Affirmative Procurement Program (MAR 2003)	Yes – Report i/a/w CO guidance	Procurement with support from ES&H and Property		This clause requires the Contractor to comply with the requirements of: <ul style="list-style-type: none"> • EO 13101; • Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962); • 40 CFR Part 247; and • the “US DOE Affirmative Procurement Program for Products Containing Recovered Materials.” It also requires a report on the contractor’s success under these programs i/a/w CO guidance.
I.153	DEAR 970.5227-3 Technology Transfer Mission (ALT I) (DEC 2000)	None			This clause implements the National Competitiveness Technology Transfer Act of 1989 as amended and requires the contractor to conduct technology transfer activities with a purpose of providing benefit from Federal research to US industrial competitiveness. The use of CRAD, user facilities, WFO, science education activities, consulting, personnel assignments, and licensing are all tools specified for use in performing the mission of the “Weapon Production Facility”. This clause invokes the authority provided in the Stevenson-Wylder Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). Conflicts of interest must be particular monitored and avoided. An additional 13 pages of guidance is provided.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.154	DEAR 970.5215-1 Total Available Fee: Base Fee and Performance Fee Amount (DEC 2000)				Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
I.155	DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	Yes – Approved Program	Approval of subcontractor plan, as appropriate	✓	This clause requires the Contractor to develop, implement and maintain a workplace substance program that is approved by DOE, and consistent with 10 CFR Part 707. This clause shall be included in subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707. The CO must be given at least 30 days notice prior to the award of any such contract. Each subcontractor subject to these provisions must also prepare a plan for approval by the contractor.
I.156	DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)	None		✓	This clause requires the Contractor to comply with the “DOE Contractor Employee Protection Program” at 10 CFR Part 708. The substance of this clause shall be included in all subcontracts at all tiers where work is performed at DOE sites.
I.157	DEAR 970.5237-2 Facilities Management (DEC 2000)	Yes – 1) Annual site development plan; 2) 10-year energy mgmt. plan with annual reviews and revisions	1) RTBF 2) RTBF	✓	This clause spells out the process for site development planning, general design criteria, and energy management. General design criteria are contained in the DOE Directives, 6430 series. Acquisition of utility services shall be conducted i/a/w 48 CFR 970.41. To the degree any of this is subcontracted, the substance of this clause must be flowed down.
I.158	DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)			✓	When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services.
I.159	DEAR 970.5231-4 Preexisting Conditions (ALT I) (DEC 2000)	None			This clause establishes the date from which preexisting conditions, generally associated with a claim, liability or litigation, occurred.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.160	DEAR 970.5215-2 Make or Buy Plan (DEC 2000)	Make or buy Plans			Buy item means a work activity, supply, or service to be produced or performed by an outside source, including a subcontractor or an affiliate, subsidiary, or division of the contractor. Make item means a work activity, supply, or service to be produced or performed by the contractor using its personnel and other resources at the Department of Energy facility or site. Make-or-buy plan means a contractor's written program for the contract that identifies work efforts or requirements that either are "make items" or "buy items." Make-or-buy plan. The contractor shall develop and implement a make-or-buy plan that establishes a preference for providing supplies and services on a least-cost basis, subject to any specific make or buy criteria identified in the contract or otherwise provided by the contracting officer. In
I.161	DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None		✓	This clause indicates that if DOE determines that a change in workforce at a DOE Defense Nuclear Facility is necessary, the contractor agrees to comply with the DOE Workforce Restructuring Plan for the facility and use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts. The requirements of this clause shall be included in subcontracts at any tier (except for commercial items) that exceed \$500,000 in value.
I.162	DEAR 970.5227-8 Refund of Royalties (AUG 2002)	Yes – (before final payment) a statement of all royalties paid	Finance	✓	This clause requires the Contractor to provide information to the Government concerning the amount of royalties paid during contract performance and to refund to the government any rebate or release from the obligation to pay royalties for a period extending three years beyond final payment. This clause shall be included in subcontracts at any tier, suitably modified to identify the Parties in which the amount of royalties reported during negotiations of the subcontract exceeds \$250.
I.163	DEAR 970.5204-3 Access to and Ownership of Records (DEC 2000)	Yes – Records as required by the CO		✓	This clause indicates that all records, except what is identified as Contractor-owned records in subparagraph (b) of the clause, are the property of the Government. However, all records acquired or generated by the Contractor under the contract, including Contractor-owned records, shall be delivered to a location specified by the Contracting Officer for inspection, copying and audit as directed. DOE Order 200.1, Information Management Program contains applicable special record retention standards. Unless waived by the Contracting Officer, this clause shall be flowed down to cost reimbursement subcontracts greater than \$2 million or when the Contracting Officer determines that the subcontract is or involves a critical task related to the contract, or the subcontract includes 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or a similar clause.
I.164	DEAR 970.5222-2 Overtime Management (DEC 2000)	Yes – When OT exceeds 4% of payroll	CO notification		This clause requires the Contractor is to maintain adequate internal controls over employee overtime and notify the Contracting Officer when overtime is expected to exceed 4% of the payroll. The Contracting Officer may require the contractor to submit a formal annual overtime control plan.
I.165	DEAR 970.5226-1 Diversity Plan (DEC 2000)	Yes – Plan with annual updates	CO Plan Approval		This clause requires the Contractor to submit a Diversity Plan for approval by the Contracting Officer, with annual updates. The components of the Plan are stipulated in the clause.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.166	DEAR 970.5227-2 Rights in Data – Technology Transfer (DEC 2000) (ALT 1 – DEVIATION)	Yes – Request approval to use IP of Others for cost and to assert copyrights.	CO approval required under certain circumstances	✓	This clause applies to data and copyrightable works created by B&W Y-12 employees. The Contractor is required to obtain Contracting Officer approval to include any material copyrighted by others without first granting or obtaining a no-cost license. Contractor shall obtain advance written permission of the Contracting Officer to assert copyright in data, whether in the form of technical reports, articles, or software. Contractor agrees to use the Rights In Data-General clause in subcontracts, and the various alternates under that clause as approved by the Contracting Officer.
I.167	DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments (DEC 2000)	None			This clause indicates that payments to the contract may be reduced or suspended upon a written determination of the Secretary that substantial evidence exists that the Contractor's request for payment is based on fraud. The contractor will be given an opportunity to respond.
I.168	DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives (JAN 2004)				Describes the payment of earned fee, fixed fee, profit, or share of cost savings under this contract.
I.169	DEAR 970.5215-4 Cost Reduction (DEC 2000) Revised to: DEAR 970.5215-4 Shared Savings (JAN 2005)				Shared Savings is an NNSA clause allowed under a deviation from the DOE Cost Reduction clause. The altered clause provides a mechanism for the submission of cost reduction proposals, their evaluation, and the potential for the contractor to share in any cost savings occasioned thereby. There is an affirmative duty on the contractor to submit cost reduction proposals. This clause MAY be flowed down to subcontractors so long as DOE's net saving is not affected.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

PART III SECTION J ATTACHMENTS					
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
A	Personnel Appendix	Yes – Changes via RA	CO approval		Advance understanding of allowable personnel costs and related expenses. Key points of this document include: leave policies, pay policies, benefit plans, dress code, service credits, labor relations, training, educational assistance, relocation, EAP, and miscellaneous HR programs.
B	Special Financial Institution Account Agreement				Financial Institution Agreement for the "Special Bank Account Agreement for Use with the Payments Cleared Financial Agreement" for financial services uses a funding method utilized by the Federal government for financing contracts, whereby the contractor issues checks for contract costs. When the financial institution clears checks, the institution draws on Treasury's account represented by an account identification number at the Federal Reserve Bank or Branch.
C	Small Business Subcontracting Plan	Yes – Updates and annual goals	Procure-ment		The original plan is included here. By MOD 32 the contract language was changed that had required an annual modification to incorporate the updated annual plan into the contract. Annual plan updates are still required and are applicable to the contract, but are not formally amended into the contract.
D	Key Personnel	Yes – As necessary	CO approval of changes		This listing is periodically updated as personnel change. No change to Key Personnel can occur without Prior CO approval.
E	List of Applicable Directives	Yes – Impact analysis	Quality with support from SME's		This Appendix references the DOE Directives applicable to this contract. This listing is updated periodically after the contractor is provided an opportunity to perform an impact analysis on any changes.
F	Performance Guarantee Agreements				This appendix contains the performance guarantees provided by B&T Y-12, Honeywell International, Inc., and subsequently Bechtel National, Inc. to induce DOE to award a contract to the new B&W Y-12 LLC entity. It places each parent company in the position of holding joint and several liability for the full performance of the contract.
G	Work Authorization Directives				
H	Schedule of Small Business and Small Disadvantaged Business Targets and Identified Firms				
I	Bilateral and Multilateral Achievements				

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

PART II CONTRACT CLAUSES					
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.1	FAR 52.202-1 Definitions	None			This clause provides the definitional basis for various terms used in the contract. It also includes some that are specific to DOE.
I.2	FAR 52.203-3 Gratuities (APR 1984)	None			This clause establishes that the agency head or designee may terminate the contract if the Contractor offered or gave a gratuity to an officer, official or employee of the government with the intent to influence a governmental decision to obtain a contract or a favorable decision under an existing contract.
I.3	FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)	None			The effect of this clause is to preclude a party from brokering government contracts. Contingent fee arrangements to 3 rd party salesmen are believed to harbor bad business practices and would prevent the government from knowing who is ultimately responsible for performance of the contract.
I.4	FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)	None		✓	This clause stipulates that the Contractor shall not enter into any agreement with an actual or prospective subcontractor, which has or may have the effect of restricting that subcontractor from making sales directly to the Government. The substance of this clause shall be flowed down to all subcontracts >\$100,000.
I.5	FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)	None		✓	This clause authorizes the Contracting Officer to offset the amount of any kickback against any monies owed by the Government and / or direct the Contractor to withhold sums owed to a subcontractor if kickbacks are found. The substance of this clause (without subparagraph (c)(1)) shall be flowed down to all subcontracts >\$100,000.
I.6	FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None			This clause refers to the rights and remedies available to the government in the event there is a violation of the Procurement Integrity Act, which prohibits the use of a competitor's data or confidential government source selection information in competing for a contract. The government can determine to rescind the contract in extreme cases. Suspension and debarment are additional options available to the government.
I.7	FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None		✓	This clause refers to the rights and remedies available to the government in the event there is a procurement integrity violation by the contractor or subcontractor. The HCA, or designee, can determine to reduce the fee or to terminate the contract for default. This clause is not a required flow-down, but given the application to subcontractors, best practices indicate that it should be flowed down or a similar clause drafted that makes the same penalties applicable.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.9	FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)	Yes – SF LLL	Legal	✓	This clause addresses the prohibition of using Federal appropriated money for lobbying to influence or attempting to influence an agency or Congress in connection with a Federal contract, grant, loan or cooperative agreement. This clause also requires that any entity that uses its own funds disclose that fact in a report (OMB SF LLL Disclosure of Lobbying Activities) at the end of any quarter where such a payment has been made. This clause requires that subcontractors receiving contracts >\$100,000 also provide a certification and provide a quarterly disclosure if applicable.
I.10	FAR 52.204-4 Printed or Copied Double-sided on Recycled Paper (JUN 1996)	None			The contractor is encouraged to submit paper documents that are printed/copied double-sided on recycled paper that meets minimum content standards specified in Executive Order 12873 (10/20/93) as amended by EO 12995 (3/25/96).
I.11	FAR 52.209-6 Protecting the Government’s Interest when Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)	None	CO notification if debarred subcontractor is used	✓	This clause stipulates that the Contractor shall not enter into subcontracts >\$25,000 with a party that is debarred, suspended or proposed for debarment unless there is a compelling reason to do so. Contractor shall notify the Contracting Officer with specific information before entering into any agreement with a subcontractor that is debarred, suspended or proposed for debarment. Subcontractors are required to disclose their status before contract award.
I.12	FAR 52.211-5 Material Requirements (OCT 1997)	None	CO authorization required for use of other than new materials	✓	B&W Y-12 must provide only “new” material under this contract. Used, reconditioned, or remanufactured supplies, or unused former Government surplus property may not be used unless the CO authorizes it.
I.13	FAR 52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)	None			This clause establishes the order of precedence in the contract to resolve any inconsistencies as follows: (a) The Schedule (i.e., the cover page through Section H); (b) Representations and other instructions; (c) Contract clauses (i.e., Section I); (d) Other documents, exhibits, and attachments; and, (e) The Specifications.
I.14	FAR 52.215-15 Pension Adjustment and Asset Reversions (DEC 1998)	Yes – If prescribed action is taken	Finance		When a defined benefit pension plan is terminated or funds recaptured, the government must be notified and if the government contributed to that plan under a contract, the government is due a credit in accordance with proscribed procedures and allocations. This is a required flow-down for all subcontracts where cost or pricing data is required or for which any preaward or post award cost determinations will be subject to Part 31 of the FAR.
I.15	FAR 52.215-21 Requirements for Cost or Pricing Data – Modifications (Oct 2004)	None			This clause describes exceptions to the requirement to submit cost or pricing data and establishes the Government’s right to examine books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price.
I.16	Option to Extend the Term of the Contract (Mar 2000)	None			Provides for extending the contract with B&W Y-12.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.17	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2004)				A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment.
I.18	FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)	None		✓	This clause presents the Government policy concerning small business concerns (i.e., veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged, and women-owned small business concerns) and further requires the contractor to establish procedures to adhere to such policies. The Contractor agrees to carry out the small business policy of the Government in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. FAR 52.219-9 requires this clause to be included as a flow-down in any subcontract (except with small businesses) that has further subcontracting opportunities.
I.19	FAR 52.219-9 Small Business Subcontracting Plan (JUL 2005)	Yes – SF 294 SF 295 Annual Plan	CO approval of Plan and incorporation into contract	✓	This clause requires the Contractor to annually submit a subcontracting plan, which separately addresses subcontracting with the various categories of small businesses, for approval by the Contracting Officer. The clause provides a description of what the plan should cover. The Contracting Officer is required to approve / disapprove any goals and deviations to the plan. This clause shall be flowed down to all subcontracts (except those with small business concerns) in excess of \$500,000 (\$1,000,000 for construction of any public facility). This clause further requires the filing of periodic reports, and the active development of small businesses as suppliers.
I.20	FAR 52.219-16 Liquidated Damages Subcontracting Plan (JAN 1999)	None			This clause provides for procedures to enforce liquidated damages to the contractor if the contractor fails to make a good faith effort to meet its subcontracting goals. The Contracting Officer provides the contractor written notice specifying the failure and permitting the contractor to demonstrate what good faith efforts have been made to meet the goals. Should the Contracting Officer find that the contractor failed to make a good faith effort, the Contracting Officer shall issue a final decision to that effect and require the contractor to pay the Government liquidated damages in an amount, dollar for dollar, that the contractor failed to meet for each subcontract goal.
I.21	FAR 52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)	Yes – Optional Form 312 and SF 294	Procurement		B&W Y-12 is charged with ascertaining the correct status of any JV, teaming arrangement, or subcontractor by requesting a self-certification and then verifying against SBA data. NOTE: This clause requires the reports to be filed at contract completion “or as otherwise provided in this contract.”
I.22	FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)	None	CO notification of labor dispute		This clause requires the Contractor to give notice to the Contracting Officer of any actual or potential labor dispute that may adversely impact performance under the contract.
I.23	FAR 52.222-3 Convict Labor (JUN 2003)	None			This clause stipulates that currently incarcerated convicts are not to be employed in the performance of this or any federal contract, except under specific circumstances.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.24	FAR 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005)	None		✓	Laborers or mechanics working in excess of 40 hours in a workweek shall be paid overtime compensation. The Contracting Officer may withhold payments to the contractor required to satisfy any liabilities for unpaid wages and liquidated damages. The Contractor will make payroll and basic records available to the Contracting Officer or DOL representatives and will allow the same to interview employees to validate payrolls. Records must be retained for three years following completion of the contract. This clause shall be flowed down to all subcontracts >\$100,000 at all tiers.
I.25	FAR 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996)	None		✓	The contractor must insure flow down provisions concerning Walsh Healy regarding the prescribed minimum wage requirements are contained in subcontracts for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$10,000. This clause references 41 U.S.C. Sections 35 through 45, and incorporates by reference 41 CFR Chapter 50.
I.26	FAR 52.222-21 Prohibition of Segregated Facilities	None		✓	The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
I.27	FAR 52.222-26 Equal Opportunity (APR 2002)	Yes – EEO-1 (41 CFR Part 60-1)	Employee Concerns	✓	This clause prohibits discrimination against employees and requires the contractor to take affirmative action to ensure that discrimination does not exist as regards to personnel issues. The Contracting Officer will provide an EEO poster to the contractor that will be displayed in a prominent place of business. Requires compliance with EO 11246. This clause shall be flowed down to all subcontracts.
I.28	FAR 52.222-29 Notification of Visa Denial (JUN 2003)	Yes – If Visa is denied			Requires notification to the Departments of State and Labor if the Contractor has knowledge that an entry Visa has been denied any person for work on a federal contract where that denial is based on the race, color, religion, sex, or national origin of the employee or potential employee.
I.29	FAR 52.222-35 Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)	None		✓	This clause prohibits the Contractor from discriminating against disabled and Vietnam Veterans, and requires the Contractor to take affirmative action to employ Vietnam Era veterans. Requires listing openings with the State unemployment office. This clause shall be flowed down to all subcontracts >\$10,000.
I.30	FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)	None		✓	This clause requires the Contractor to not discriminate against any employee because of physical or mental disability and to take affirmative action to employ, advance, and otherwise support disadvantaged individuals. This clause shall be flowed down to all subcontracts >\$10,000 and requires prime contract enforcement of its provisions.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.31	FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)	Yes – VETS 100	Employee Concerns	✓	This clause requires the Contractor to report annually concerning the number of disabled and Vietnam era veterans in the workforce and those hired during the year. This clause shall be flowed down to all subcontracts >\$10,000.
I.32	FAR 52.223-3 Hazardous Material Identification and Material Safety Data (ALT 1 - JUL 1995)	None			This clause provides a framework for the deliver of hazardous material under the contract, the submittal of a Material Safety Data Sheet, and requires the Contractor’s compliance with Federal, State and local laws, codes and ordinances, and regulations in connection with hazardous materials. Federal Standard 313 and 29 CFR 1910.1200(g) are incorporated by reference. Fed Std 313 is a dynamic document and the contractor is responsible for keeping current with all changes and updating MSDS data as necessary. NOTE: There is a blank in this clause where the hazardous material that is delivered under this contract is to be listed. It says that if there is none, to so state. The clause is blank.
I.33	FAR 52.223-5 Pollution Prevention and Right to Know Information (ALT 1 - AUG 2003)	Yes	ES&H		This clause requires the Contractor to provide all information necessary to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109). Includes planning, notice, MSDS, inventory, and toxic chemical release inventory (including reduction and recycling). Also includes compliance with EO 12856.
I.34	FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)	None			Requires compliance with 42 U.S.C. 7671g and 7671h of the Clean Air Act as they relate to the use of freon and refrigerants.
I.35	FAR 52.223-14 Toxic Chemical Release Reporting (AUG 2003)	Yes – Form R	ES&H	✓	B&W Y-12 is required to comply with 42 U.S.C. 11023(a) and (g), the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) by filing Form R by July 1 for the prior calendar year. Failure to comply can result in termination of the contract. This is a required flow down for all competitive subcontracts expected to exceed \$100,000.
I.36	FAR 52.224-1 Privacy Act Notification (APR 1984)	None			This clause provides notice that the Contractor will be required to design, develop or operate a system of records on individuals to accomplish an agency function subject to the Privacy Act (5 U.S.C. 552a) and applicable agency regulations. Violations may involve imposition of criminal penalties.
I.37	FAR 52.224-2 Privacy Act (APR 1984)	None			This clause requires the Contractor to comply with the Privacy Act of 1974, which protects the rights of individuals when records are being maintained in a fashion that would permit the identification of any individual based on the information contained in those records.
I.38	FAR 52.225-1 Buy American Act – Supplies (JUN 2003)	None			B&W Y-12 is required to use only domestic end products, with four possible exceptions. Authority is the Buy American Act, 41 U.S.C. 10.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.39	FAR 52.225-8 Duty-Free Entry (FEB 2000)	None	Request and obtain CO approval of Duty-Free Entry	✓	This clause provides the process for obtaining CO approval for duty free entry of foreign made products. Failure to obtain CO approval will result in any duties paid being unallowable costs. This is a required flow down for any subcontract awarded to provide supplies identified in the schedule as supplies to be afforded duty free entry (none are) and other foreign supplies in excess of \$10,000.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.40	FAR.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)	None		✓	This clause stipulates that the Contractor shall not acquire supplies or services originating from or flowing through countries (i.e., Cuba, Iran, Iraq, Libya, North Korea and Sudan) whose products are banned from importation into the United States unless advance written approval of the Contracting Officer is obtained. This clause shall be flowed down to all subcontracts at all tiers.
I.41	DEAR 970.5227-4 Authorization and Consent (AUG 2002)	None		✓	The government authorizes and consents to the use and manufacture of any invention covered by a patent. Required flow down in all subcontracts.
I.42	DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	None	Report infringement to the CO	✓	Any claim of infringement shall be reported to the CO and the contractor shall assist the government in its defense against any claim for patent or copyright infringement. Required flow down in all contracts above the simplified acquisition threshold at FAR 2.101.
I.43	DEAR 970.5227-6 Patent Indemnity – Subcontracts (DEC 2000)	None		✓	Patent indemnity shall be sought from all subcontractors in accordance with 48 CFR 52.227-3.
I.44	FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (APR 1984)	None	CO notification	✓	The filing of a patent application does not suspend the rules pertaining to the protection of classified material. Prior to filing any such patent application the CO shall be notified and the contractor shall follow established procedures to protect the classified nature of any such patent application. This is a required flow down in any subcontract at any tier likely to cover classified subject matter.
I.45	FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)	None			This clause grants the government unlimited rights in all technical data contained in the proposal submitted by B&W Y-12 in winning this contract. The clause should have indicated the date of the proposal rather than inserting N/A in the blank, but that probably does not affect the effectiveness of the clause.
I.46	FAR 52.230-2 Cost Accounting Standards (APR 1998)	Yes – for changes to the disclosure statement	Submittal of initial CAS Disclosure Statement	✓	Requires compliance with CAS requirements (48 CFR 9903.201-1 and -2) including the requirement for the contractor to submit a Disclosure Statement, which discloses the Contractor's accounting practices. Negotiations are required to determine when a change may be made to cost accounting practices except that no agreement will be made that increases the costs paid by the Government. The substance of this clause shall be flowed down to all negotiated subcontracts >\$500,000, unless exempt.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.47	FAR 52.230-6 Administration of Cost Accounting Standards (APR 2005)	Yes – 1) Notice & cost impact proposal 2) Notice to subs' ACO	Notification to CO and CO approval of changes	✓	This clause proscribes the actions required for the administration of CAS. Specifically: Submit a description of any cost accounting practice change including cost impact proposal; Notify the Contracting Officer of any adjustments to subcontracts as appropriate; and, Require subcontract CAS compliance as appropriate. Required flow down in all negotiated subcontracts.
I.48	FAR 52.232-17 Interest (JUN 1996)	None			Requires that interest be paid on any amounts due the government if not paid within 30 days of becoming due, at a rate established by the Secretary of the Treasury under the Contract Disputes Act (PL 95-563).
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.49	FAR 52.232-24 Prohibition of Assignment of Claims (JAN 1986)	None			This clause states that the Contractor may not assign or transfer any interest or claim under this contract.
I.50	FAR 52.233-1 Disputes (DEC 1998) ALTERNATE I (DEC 1991)	None			This clause indicates that this contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613), and sets out the procedural requirements of submitting and resolving a claim under the contract. For claims less than or equal to \$100,000, the CO must, if requested in writing by the Contractor, render a decision within 60-days of the request. For claims over \$100,000, a certification is required and the government has 60 days to either decide the claim or state when a decision will be rendered. The CO's decision is final unless the Contractor appeals or files a suit as provided in the Act. The Contractor is required to continue performance pending final resolution of any request for relief, claim, appeal or action arising under or relating to this contract.
I.51	FAR 52.233-3 Protest After Award (AUG 1996) ALTERNATE I (JUN 1985)	None			Provides a procedure to stop work in the event of a protest. Clause is moot at this point, but may become operative in the event of the exercise of one or more options under the contract.
I.52	FAR 52.236-8 Other Contracts (APR 1984)	None			The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer.
I.53	FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None			Establishes a standard or reasonable care in operating on government sites. Makes contractor responsible for repair or replacement for damage caused by their unreasonable actions.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.54	FAR 52.237-3 Continuity of Services (JAN 1991)	None			This clause requires the Contractor to furnish phase-in, phase-out training and services for up to 90-days after the contract expires upon written notice by the Contracting Officer for continuity purposes should a successor contractor be awarded a contract for the site. Requires that personnel and their records be made available to a successor contractor. Costs occasioned by this clause are reimbursable with fee.
I.55	FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)				The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed.
I.56	FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)	None	Notify CO of justification within 60 days		Upon notice of intent to disallow costs from the Contracting Officer, the contractor may respond in writing within 60-days with justification for allowance of the costs. Within a subsequent 60-day period the Contracting Officer may either withdraw the notice of intent or issue a written final decision. Such notice is not a pre-requisite for cost disallowances.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.57	FAR 52.242-1 Notice of Intent to Disallow Costs (APR 1984)				The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms.
I.58	FAR 52.242-13 Bankruptcy (JUL 1995)	Yes – In the event of bankruptcy.	CO notification		This clause requires the Contractor to provide written notification to the Contracting Officer by certified mail within 5-days of the initiation of bankruptcy proceedings to include pertinent information associated with the bankruptcy petition. This clause is operative until final payment under the contract.
I.59	FAR 52.244-5 Competition in Subcontracting (DEC 1996)	None			Requires subcontracts to be awarded on a competitive basis “to the maximum practical extent”. Provides exceptions under the DOD Mentor-Protégé program.
I.60	FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (FEB 2006)	None		✓	This clause requires, to the maximum extent practicable, that the Contractor incorporate and require its subcontractors to incorporate commercial items or nondevelopmental items as components of items to be supplied under the contract. The terms of this clause shall be flowed down to all subcontracts. Further, in a commercial contract only three flow downs are proscribed, namely 52.222-26, Equal Opportunity; 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; and 52.222-36, Affirmative Action for Workers with Disabilities.
I.61	FAR 52.247-1 Commercial Bill of Lading Notations (APR 1984)	None			Informational type clause on commercial bill of lading notations if the Contracting Officer authorizes this method of shipment.
I.62	FAR 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)	None		✓	This clause indicates that the Contractor and subcontractors are to use U.S. flag air carriers. The substance of this clause shall be flowed down to all subcontracts that may involve international air transportation. Ref. 49 U.S.C. 40118.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.63	FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	None		✓	This clause requires that the Contractor use privately owned U.S.-flag commercial vessels to transport at least 50% of the gross tonnage of equipment, materials or commodities that may be transported in ocean vessels. The contractor is required to provide a copy of a rated onboard ocean bill of lading to the Contracting Officer. The substance of this clause shall be flowed down to all subcontracts above the simplified acquisition threshold. Ref. 46 U.S.C. 1241(b).
I.64	FAR 52.249-6 Termination (Cost Reimbursement) (MAY 2004) as modified by DEAR 970.4905-1(b)	None			This clause permits the government to terminate the effort under the contract for either convenience or default. Detailed procedures are proscribed to settle claims and close out the contract.
I.65	52.249-14 Excusable Delays (APR 1984)	None			The Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without its fault or negligence. If the failure to perform is caused by the failure of a subcontractor different requirements apply but the Contracting Officer may adjust the schedule if neither party is at fault.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.66	FAR 52.251-1 Government Supply Sources (APR 1984)	None	CO letter of authorization required		The Contracting Officer may issue the contractor an authorization to use government supply sources (e.g. GSA Schedules).
I.67	FAR 52.251-2 Interagency Fleet Management System (IFMS) Vehicles and Related Services (JAN 1991)	None	CO letter of authorization required		The CO may authorize B&W Y-12 to obtain interagency fleet management system (IFMS) vehicles and related services in performance of the contract. If so, the use is in accordance with 41 CFR 101-39 and 101-38.301-1.
I.68	FAR 52.252-6 Authorized Deviations in Clauses (AUG 1984)	None			The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause. The use in this solicitation or contract of any DEAR clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.
I.69	FAR 52.253-1 Computer Generated Forms (JAN 1991)	None			This clause allows the Contractor to submit data required to be on Standard or Optional Forms prescribed by the FAR or any agency supplement to be submitted on a computer generated version of the Standard or Optional Form so long as it is identical in all respects.
I.70	DEAR 952.204-2 Security (MAY 2002)	None		✓	This clause stipulates that it is the Contractor's duty to safeguard all classified information, special nuclear material and other DOE property. In the event the contract is terminated, and the Contracting Officer approves retention of classified information, the security provisions of the contract shall remain applicable. Types of information are defined, and reference is made to criminal prosecution for those who violate federal law related to the protection of classified information. Similar provisions to this clause shall be flowed down to all subcontracts.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.71	DEAR 952.204 Classification/Declassification (SEP 1997)			✓	In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the DOE's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material.
I.72	DEAR 952.204-71 Sensitive Foreign Nations Controls (APR 1994)	None		✓	This clause activates Section J, Appendix F concerning Sensitive Foreign Nations and reports required concerning any activities that involve persons from those countries. This clause is a required flow down in all subcontracts.
I.73	RESERVED				
I.74	DEAR 952.208-7 Tagging of Leased Vehicles (APR 1984)	None			This clause refers to the intention to use Government license tags for leased vehicles, but DOE may utilize state tags on leased vehicles if necessary to accomplish its mission. If so, the contractor is responsible to obtain the necessary forms from the state.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.75	DEAR 952.209-72 Organizational Conflicts of Interest (JUN 1997) (ALTERNATE I – JUL 1997)	None	CO approval of mitigation if necessary	✓	The purpose of the clause is to ensure the contractor is not biased and does not obtain any unfair advantage by virtue of its performance of this contract. Contracting Officer approval is required for waivers to provisions of this clause. A clause substantially similar to this clause shall be included in all subcontracts that exceed the simplified acquisition threshold of the FAR and involving the performance of advisory and assistance services as defined in FAR 37.201. Requires the obtaining of a subcontractor disclosure in accordance with DEAR 909.507-1 and the written determination that there is no conflict.
I.76	DEAR 952.217-70 Acquisition of Real Property (APR 1974)				The Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property.
I.77	DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None			DOE has right of inspection to all such records, and contractor shall retain all such records generated in the performance of work under this contract until authorized by DOE to dispose of them. Upon completion or termination, they may be surrendered to DOE. Title vests with DOE upon surrender. NOTE: Long-term retention by contractor is at contractor's expense.
I.78	DEAR 952.224-70 Paperwork Reduction Act (APR 1994)	None			This clause applies only to directions by DOE to the contractor specifically to collect information on behalf of DOE from 10 or more persons who are not Federal employees. The clause indicates the procedural requirements that are imposed by the Act and OMB in the collection of the information. A 90-day suspense period is necessary for OMB clearance.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.79	DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)	None		✓	This clause refers to a current or former employee of a Contractor or subcontractor employed at a DOE Defense Nuclear Facility (1) whose employment has been, or will be, involuntarily terminated (except if for cause), and (2) meets the criteria in the DOE guidance for Contractor workforce restructuring, and (3) is qualified for a particular DOE job vacancy or with one of its contractors. The Contractor is required to provide a preference in hiring to an eligible employee to the extent practicable for work performed under the contract. The requirements of this clause shall be flowed down to all subcontracts at any tier >\$500,000 (excluding subcontracts for commercial items).
I.80	DEAR 970.5227-12 Patent Rights – Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver (AUG 2002) (ALT I – DEVIATION)	Yes – Annual report on inventions	Legal		This clause applies to inventions conceived or first actually reduced to practice by B&W Y-12. Under certain circumstances, the contractor can elect to capture the rights to a subject invention. The government will retain certain license rights and march-in rights. The contractor must actively seek to commercialize the invention within five years. The Contracting Officer shall have the right to examine any books or records. There are prescribed clauses for large and small businesses for any contract that involves any form of R&D. Alternate I adds subparagraphs (a)(9) and (b)(10) dealing with “Weapons Related Subject Inventions.”
I.81	RESERVED				
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.82	DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT 2005)	None		✓	This is an update of the June 1996 version of the clause in the original contract. The clause (also know as the Price-Anderson indemnity clause) provides indemnification (financial protection) to the Contractor and its subcontractors against public liability for extraordinary nuclear occurrence as defined in subsection 170d. of the Atomic Energy Act of 1954, as amended. Ref. 10 CFR part 840. Both civil and criminal penalties can accrue to individuals for failure to comply with DOE nuclear-safety related rules, regulations, or orders. This clause shall be inserted in any subcontract, which may involve the risk of public liability as defined in the Act.
I.83	DEAR 952.251-70 Contractor Employee Travel Discounts (DEC 2000)	None			This clause requires B&W Y-12 to make use of travel discounts that are offered to Federal travelers as they may be offered by contracted airlines, hotels and motels and car rental companies when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available to the Contractor’s employees performing official government contract business. The Contracting Officer may have to issue a letter of identification for the traveler if required to do so by the vendor providing the services to the traveler.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.84	DEAR 970.5204-1 Counterintelligence (DEC 2000)	None			This clause requires the Contractor to protect DOE programs, facilities, technology, personnel, and unclassified sensitive as well as classified information from foreign intelligence threats and activities in accordance with DOE Order 5670.3, Counterintelligence Programs, EO 12333, US Intelligence Activities, “and other pertinent national and Departmental Counterintelligence requirements”. It also requires the Contractor to appoint a Counterintelligence Officer for such purposes.
I.85	DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)	Yes – Impact analysis within 30 days of request	Quality (with support from all)	✓	This is the clause for implementation of the Directives process. Applicable directives are listed in Appendix E. The CO can change the list at any time, with notice, and increased costs are subject to the “Changes” clause. It is the contractor’s responsibility to determine appropriate flow down of directives to subcontractors.
I.85	DEAR 970.5223-1 Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)	Yes – annual update to the SMS	ES&H	✓	This clause indicates that the in the performance of work under the contract, the Contractor will perform work safely, in a manner that protects employees, the public and the environment in accordance with a documented Safety Management System (SMS) approved by DOE. The clause provides detailed guidance on the content of the SMS. This clause, substantially as written, shall be included in any subcontracts to ensure compliance with ES&H requirements applicable to the contract. May require that subcontractor provide SMS to B&W Y-12 for approval.
I.86	DEAR 970.5204-11 Changes (APR) (970-1) (DEC 2000)				The Contracting Officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.88	DEAR 970.5203-3 Contractor’s Organization (DEC 2000)	Yes – Org chart original and updates	CO notification		This clause requires the Contractor to furnish the Contracting Officer an organization chart showing the names, duties and organization of key personnel utilized under the contract, provide a full time resident supervisor in charge of all work under the contract, maintain satisfactory standards of employee competency, conduct, and integrity; and, take disciplinary actions with employees as appropriate. Standards shall be established i/a/w DEAR 970.2272, subject to CO approval.
I.89 - I.104	RESERVED				
I.105	DEAR 952.215-70 Key Personnel (DEC 2000)	Yes – Proposed changes for approval	CO approval of changes		This clause indicates that “key personnel” identified in Section J, Appendix D are essential to the work being performed under the contract, and that any change to the key personnel listed must be approved by Contracting Officer in advance.
I.106 – I.123	RESERVED				

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.124	FAR 52.250-1 Indemnification Under Public Law 85-804 (ALTERNATE I – APR 1984)	None	CO approval required for inclusion in subcontracts	✓	This clause implements PL 85-804’s indemnification provisions for “unusually hazardous or nuclear” activities, relieving the contractor from financial liability beyond insurable levels for specified incidents. Specific activities for which this indemnification applies are listed in the clause and apply to activities primarily outside of the US. With CO approval this indemnification may be passed along to subcontractors.
I.125	DEAR 970.5222-1 Collective Bargaining Agreements – Management and Operating Contracts (DEC 2000)	None		✓	This clause requires the contractor to use their best efforts to maintain continuity of services in the provisions of any collective bargaining agreement entered into at the site by ensuring that grievances and disputes are settled without resorting to strike, lockout or other interruption of normal operations. The substance of this clause shall be included in any subcontracts for protective services or other services on the site, which might affect the continuity of operations of the facility.
I.126 - 129	RESERVED				
I.130	FAR 52.222-6 Davis Bacon Act (JUL 2005)	None		✓	Required for construction work valued at more than \$2,000. Incorporates into the contract a Wage Determination of the Secretary of Labor and requires personnel working in the listed categories be paid no less than the wages and benefits listed in the determination. Insert this clause in construction subcontracts.
I.131	FAR 52.222-7 Withholding of Funds (FEB 1988)	None		✓	Authorizes withholding of payments under any federal contract held by the Contractor for failure to pay personnel as required by the contract. Insert this clause in construction subcontracts.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.132	FAR 52.222-8 Payrolls and Basic Records (FEB 1988)	Weekly payrolls to the CO		✓	Requires maintenance of payroll records for 3 years after completion of the contract and provides for weekly payroll reports to be sent to the Contracting Officer. Failure to provide the required report can result in withholding of payments. The prime contractor is responsible for submittal of subcontractor’s payroll reports; therefore, this clause should be inserted into any subcontracts for construction.
I.133	FAR 52.222-9 Apprentices and Trainees (JUL 2005)	None		✓	Provides conditions for the employment of apprentices and trainees who are paid less than the prevailing wage rate for their job classifications. Insert this clause in construction subcontracts.
I.134	FAR 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)	None		✓	Requires compliance with the provisions of the Copeland Act (29 CFR Part 3) relative to reporting of payroll and withholding in construction contracts that are subject to the Davis Bacon Act. Insert this clause in construction subcontracts.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.135	FAR 52.222-11 Subcontracts (Labor Standards) (JUL 2005)	None		✓	This clause specifies that the prime contractor shall insert the clauses at FAR 52.222-4 and 52.222-6 through –15 into all construction subcontracts. In addition, the prime contractor must deliver to the Contracting Officer a SF1413 signed by each subcontractor to indicate that the subcontractor is aware that the FAR clauses are incorporated into his subcontract. The prime contractor is responsible for subcontractor compliance. Insert the substance of this clause in all construction subcontracts.
I.136	FAR 52.222-12 Contract Termination – Debarment (FEB 1988)	None		✓	This clause provides for penalties including termination for default and debarment for breach of the Davis Bacon Act clauses and/or the associated clauses. Insert this clause in construction subcontracts.
I.137	FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	None		✓	Incorporates all rulings and regulations regarding the Davis Bacon Act and related Acts into the contract by reference (29 CFR Parts 1, 3 and 5). Insert this clause in construction subcontracts.
I.138	FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988)	None		✓	Disputes concerning labor standards will be settled in accordance with procedures developed by the U. S. Department of Labor, not by the Disputes clause of this contract. Insert this clause in construction subcontracts.
I.139	FAR 52.222-15 Certification of Eligibility (FEB 1988)	None		✓	The prime contractor certifies that they are not ineligible to receive a contract as determined by the Secretary of Labor and will not award a subcontract to any organization that has been determined ineligible for award by the Secretary of Labor. Insert this clause in construction subcontracts.
I.140	FAR 52-222-16 Approval of Wage Rates (FEB 1988)	None		✓	Proposed straight time wage rates that exceed the rate required in the Davis Bacon minimum wage determination must receive the written approval of the head of the contracting activity or his specific designee. Payment of higher rates without the required approval will be unallowable cost. Insert this clause in construction subcontracts.
I.141	DEAR 970.5217-1 Work for Others Program (Non-DOE Funded Work) (JAN 2005)	None			Uncollected receivables due to any work for others effort is the responsibility of the contractor and not DOE, however the contractor is authorized to expend corporate funds for the furtherance of the WFO program.
CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

I.142	DEAR 970.5232-3 Accounts, Records and Inspection (ALT II) (DEC 2000)	Yes – Financial reports as requested by the CO and an annual report	Finance and Procurement	✓	<p>This clause provides direction to the Contractor for disposition and inspection of financial records under the contract. It also requires the Contractor to:</p> <ul style="list-style-type: none"> Maintain an internal audit function satisfactory to DOE; Maintain a system of accounts subject to inspection and audit by DOE (Ref. Clause I.121); <input type="checkbox"/> Preserve all financial records as government property for 3-years after final payment at which time the Contractor may dispose of records at the direction of the Contracting Officer; <input type="checkbox"/> Furnish progress reports and schedules concerning the work as directed by the Contracting Officer; <input type="checkbox"/> Request an “assist audit” of subcontractor’s costs or arrange for an audit by the cognizant government audit agency through the Contracting Officer; <input type="checkbox"/> Provide adequate facilities to GAO for examination of contractor’s records as well as subcontract records. <p>The Contractor is required to flow-down provisions similar to those in paragraphs (a) through (g) and paragraph (i) in all subcontracts where costs incurred are a factor in determining the amount payable to the subcontractor.</p>
I.143	DEAR 970.5232-2 Payments and Advances (ALT III) (DEC 2000)	Yes – Annual cost statement as of 9/30 each year	Finance		This clause describes the process for contractor access to funds, including a reference to the special bank account appendix (Appendix B), and the process necessary to close out the account at the end of the contract. It requires that the contractor take advantage of all applicable discounts, trade credits, refunds, or rebates.
I.144	DEAR 970.5232-4 Obligation of Funds (DEC 2000)	Yes – Notification that funds will be expended within 30 days	Finance		This clause describes the funds obligation process along with the rights and obligations of the Parties. The Contractor should provide written notice to DOE when unexpended balance of available funds is insufficient to cover performance for next 30 days; and, whenever any DOE imposed limitation on costs through financial plans are expected to be exceeded or substantially under-run. Contractor agrees to follow and be bound by Financial Plans or other directives of DOE. NOTE ALSO: Clause H.19 contains additional and different guidance related to any over or under spending on individual WADs.
I.145	DEAR 970.5208-1 Printing (DEC 2000)	None		✓	This clause requires the Contractor to provide or obtain duplicating or printing services in accordance with the Government Printing and Binding Regulations. The substance of this clause shall be flowed down to all subcontracts that require printing.
I.146	DEAR 970.5203-1 Management Controls (DEC 2000) Revised to: DEAR 970.5203-1 Management Controls (DEC 2000) (DEVIATION)	Yes - Annual report			<p>The alteration adds the following to subparagraph (a)(4) of the referenced clause: “Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.”</p> <p>In compliance with DOE Policy Flash 2006-23, paragraph (a)(1) is modified by adding “...including consideration of outsourcing functions;...”</p>

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.147	DEAR 970.5245-1 Property (DEC 2000)	Yes – Property Management System for approval by the CO	CO approval of documented system	✓	Note: For a definition of “Managerial Personnel,” see clause H.13. This clause spells out the detailed property management requirements of the contract. All property used in performance of this contract is Government Property, shall be inventoried and marked as such, shall be used solely for performance of this contract, and shall be generally managed in accordance with the Federal Property Management Regulations (41 CFR Chapter 101) and the Department of Energy Property Management Regulations (41 CFR Chapter 109). The contractor shall manage high-risk property and classified material in an appropriate fashion. The contractor is generally not responsible for the risk of loss of government property. The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of government property in its possession under the contract. Approval of the system is to be obtained from the Contracting Officer. The contractor is responsible for having conducted a baseline inventory with the predecessor contractor; but see MOD 3, Clause H.6. This clause is a required flow down in cost reimbursable subcontracts.
I.148	DEAR 970.5244-1 Contractor Purchasing Systems (DEC 2000) (DEVIATION)	Yes – Approved System	CO approval of documented system		This clause requires the Contractor to develop, implement, and maintain formal policies, practices and procedures to be used in the award of subcontracts consistent with 48 CFR 970.71 and 48 CFR 970.7102. The system shall be subject to periodic Contractor Purchasing System Reviews i/a/w 48 CFR subpart 44.3. Advance notice shall be sought in accordance with 48 CFR 970.7109. Numerous purchases are subject to particular restrictions as specified in the clause. Certain flow down requirements are also specified.
I.149	DEAR 970.5229-1 State and Local Taxes (DEC 2000)	None			This clause requires B&W Y-12 to notify the Contracting Officer of any State or local tax, fee or charge levied on the Contractor with respect to the contract work, but which the Contractor has reason to believe, or the Contracting Officer has so advised, is or may be inapplicable or invalid. In such an event, the Contractor agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. B&W Y-12 may be requested to file suit to recover taxes. The contractor is held harmless under this clause, and all recoveries or credits inure to the benefit of the government.
I.150	DEAR 970.5228-1 Insurance – Litigation and Claims (MAR 2002)	None	CO approval prior to litigation		This clause indicates that B&W Y-12 can be directed by the Contracting Officer to initiate litigation against third parties pursuant to performance under the contract. Prior written authorization from the CO is necessary to defend litigation. Liability expenses to third persons will be disallowed if resulting from willful misconduct or bad faith of the Contractor’s managerial personnel (Ref clause H.13), or for the failure to maintain authorized levels of insurance and bonding. This clause also authorizes the purchase of insurance and bonds.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.151	DEAR 970.5236-1 Government Facility Subcontract Approval (DEC 2000)	None			Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.
I.152	DEAR 970.5223-2 Affirmative Procurement Program (MAR 2003)	Yes – Report i/a/w CO guidance	Procurement with support from ES&H and Property		This clause requires the Contractor to comply with the requirements of: <ul style="list-style-type: none"> EO 13101; Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962); 40 CFR Part 247; and the “US DOE Affirmative Procurement Program for Products Containing Recovered Materials.” It also requires a report on the contractor’s success under these programs i/a/w CO guidance.
I.153	DEAR 970.5227-3 Technology Transfer Mission (ALT I) (DEC 2000)	None			This clause implements the National Competitiveness Technology Transfer Act of 1989 as amended and requires the contractor to conduct technology transfer activities with a purpose of providing benefit from Federal research to US industrial competitiveness. The use of CRAD, user facilities, WFO, science education activities, consulting, personnel assignments, and licensing are all tools specified for use in performing the mission of the “Weapon Production Facility”. This clause invokes the authority provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). Conflicts of interest must be particular monitored and avoided. An additional 13 pages of guidance is provided.
I.154	DEAR 970.5215-1 Total Available Fee: Base Fee and Performance Fee Amount (DEC 2000)				Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
I.155	DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	Yes – Approved Program	Approval of subcontractor plan, as appropriate	✓	This clause requires the Contractor to develop, implement and maintain a workplace substance program that is approved by DOE, and consistent with 10 CFR Part 707. This clause shall be included in subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707. The CO must be given at least 30 days notice prior to the award of any such contract. Each subcontractor subject to these provisions must also prepare a plan for approval by the contractor.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.156	DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)	None		✓	This clause requires the Contractor to comply with the “DOE Contractor Employee Protection Program” at 10 CFR Part 708. The substance of this clause shall be included in all subcontracts at all tiers where work is performed at DOE sites.
I.157	DEAR 970.5237-2 Facilities Management (DEC 2000)	Yes – 1) Annual site development plan; 2) 10-year energy mgmt. plan with annual reviews and revisions	1) RTBF 2) RTBF	✓	This clause spells out the process for site development planning, general design criteria, and energy management. General design criteria are contained in the DOE Directives, 6430 series. Acquisition of utility services shall be conducted i/a/w 48 CFR 970.41. To the degree any of this is subcontracted, the substance of this clause must be flowed down.
I.158	DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)			✓	DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS (DEC 2000) When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services.
I.159	DEAR 970.5231-4 Preexisting Conditions (ALT I) (DEC 2000)	None			This clause establishes the date from which preexisting conditions, generally associated with a claim, liability or litigation, occurred.
I.160	DEAR 970.5215-2 Make or Buy Plan (DEC 2000)	Make or buy Plans			Buy item means a work activity, supply, or service to be produced or performed by an outside source, including a subcontractor or an affiliate, subsidiary, or division of the contractor. Make item means a work activity, supply, or service to be produced or performed by the contractor using its personnel and other resources at the Department of Energy facility or site. Make-or-buy plan means a contractor's written program for the contract that identifies work efforts or requirements that either are "make items" or "buy items." Make-or-buy plan. The contractor shall develop and implement a make-or-buy plan that establishes a preference for providing supplies and services on a least-cost basis, subject to any specific make or buy criteria identified in the contract or otherwise provided by the contracting officer. In

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.161	DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None		✓	This clause indicates that if DOE determines that a change in workforce at a DOE Defense Nuclear Facility is necessary, the contractor agrees to comply with the DOE Workforce Restructuring Plan for the facility and use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts. The requirements of this clause shall be included in subcontracts at any tier (except for commercial items) that exceed \$500,000 in value.
I.163	DEAR 970.5227-8 Refund of Royalties (AUG 2002)	Yes – (before final payment) a statement of all royalties paid	Finance	✓	This clause requires the Contractor to provide information to the Government concerning the amount of royalties paid during contract performance and to refund to the government any rebate or release from the obligation to pay royalties for a period extending three years beyond final payment. This clause shall be included in subcontracts at any tier, suitably modified to identify the Parties in which the amount of royalties reported during negotiations of the subcontract exceeds \$250.
I.163	DEAR 970.5204-3 Access to and Ownership of Records (DEC 2000)	Yes – Records as required by the CO		✓	This clause indicates that all records, except what is identified as Contractor-owned records in subparagraph (b) of the clause, are the property of the Government. However, all records acquired or generated by the Contractor under the contract, including Contractor-owned records, shall be delivered to a location specified by the Contracting Officer for inspection, copying and audit as directed. DOE Order 200.1, Information Management Program contains applicable special record retention standards. Unless waived by the Contracting Officer, this clause shall be flowed down to cost reimbursement subcontracts greater than \$2 million or when the Contracting Officer determines that the subcontract is or involves a critical task related to the contract, or the subcontract includes 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or a similar clause.
I164	DEAR 970.5222-2 Overtime Management (DEC 2000)	Yes – When OT exceeds 4% of payroll	CO notification		This clause requires the Contractor is to maintain adequate internal controls over employee overtime and notify the Contracting Officer when overtime is expected to exceed 4% of the payroll. The Contracting Officer may require the contractor to submit a formal annual overtime control plan.
I.165	DEAR 970.5226-1 Diversity Plan (DEC 2000)	Yes – Plan with annual updates	CO Plan Approval		This clause requires the Contractor to submit a Diversity Plan for approval by the Contracting Officer, with annual updates. The components of the Plan are stipulated in the clause.
I.166	DEAR 970.5227-2 Rights in Data – Technology Transfer (DEC 2000) (ALT 1 – DEVIATION)	Yes – Request approval to use IP of Others for cost and to assert copyrights.	CO approval required under certain circumstances	✓	This clause applies to data and copyrightable works created by B&W Y-12 employees. The Contractor is required to obtain Contracting Officer approval to include any material copyrighted by others without first granting or obtaining a no-cost license. Contractor shall obtain advance written permission of the Contracting Officer to assert copyright in data, whether in the form of technical reports, articles, or software. Contractor agrees to use the Rights In Data-General clause in subcontracts, and the various alternates under that clause as approved by the Contracting Officer.

APPENDIX 1
CONTRACT CLAUSE SUMMARY MATRIX
B&W Y-12, LLC – Contract Number DE-AC04-00AL66620

CLAUSE	TITLE	DELIVERABLE	ACTION REQUIRED	FLOW DOWN	COMMENT
I.167	DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments (DEC 2000)	None			This clause indicates that payments to the contract may be reduced or suspended upon a written determination of the Secretary that substantial evidence exists that the Contractor's request for payment is based on fraud. The contractor will be given an opportunity to respond.
I.168	DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives (JAN 2004)				Describes the payment of earned fee, fixed fee, profit, or share of cost savings under this contract.
I.169	DEAR 970.5215-4 Cost Reduction (DEC 2000) Revised to: DEAR 970.5215-4 Shared Savings (JAN 2005)				Shared Savings is an NNSA clause allowed under a deviation from the DOE Cost Reduction clause. The altered clause provides a mechanism for the submission of cost reduction proposals, their evaluation, and the potential for the contractor to share in any cost savings occasioned thereby. There is an affirmative duty on the contractor to submit cost reduction proposals. This clause MAY be flowed down to subcontractors so long as DOE's net saving is not affected.

APPENDIX 2 |
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620
YSO Procedures Table of Contents

#	Title	Revision	Date Approved
YSO-1.5	Emergency Management Program	2	11/2/2006
YSO-1.6	Facility Representative Program	10	11/30/2007
YSO-1.7	Baseline Change Control Process	10	7/19/2007
YSO-1.9	Assessment Planning and Scheduling	10	2/13/2007
YSO-1.10	Program and Financial Management	3	11/30/2007
YSO-1.12	YSO Directive System Process	2	10/4/2006
YSO-1.13	Human Reliability Program (HRP)	0	4/6/2005
YSO-1.14	Employee Concerns	0	3/29/2006
YSO-2.1	YSO Technical Qualification Training Program	12	12/21/2006
YSO-2.2	Training Impact Assessments	0	6/5/2005
YSO-3.0	Quality Assurance Oversight Activities	3	10/28/05
YSO-3.2	Assessment Reporting & Issues Management	11	3/6/2007
YSO-3.3	YSO Assessment Processes	4	3/30/2007
YSO-3.4	Occurrence Reporting and Processing of Operations Information	6	10/26/2007
YSO-3.9	Reporting Incidents of Security Concern	2	11/30/2007
YSO-3.10	Performance Indicator Process	1	4/6/2007
YSO-3.11	Classified Matter Protection & Control (CMPC)	2	7/13/2005
YSO-4.2	Preparation & Configuration Management of Command Media & Records	0	1/31/2005
YSO-5.3	Authorization Agreements	3	4/6/2005
YSO-M-5.4	Manual for Startup & Restart of Operations, Activities, & Facilities at Y-12	1	10/26/2007
YSO-5.4	Startup & Restart of Nuclear Facilities at Y-12	9	10/26/2007
YSO-5.9	YSO NCS Program Manager	1	4/6/2005

APPENDIX 2 |
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

YSO-5.10	Shutdown Directives & Stop Work Orders	2	10/26/2007
YSO-5.11	YSO Interface with the DNFSB	2	5/19/2005
YSO-5.14	Environmental Document Review	1	4/6/2005
YSO-5.15	Unreviewed Safety Question Determination	1	6/2/2005
YSO-5.16	Differing Professional Opinions	2	9/4/2007
YSO-5.17	Price-Anderson Amendment Act (PAAA) Program	1	7/3/2006
YSO-5.20	Review of Authorization Basis Documentation	4	8/9/2006
YSO-5.21	Y-12 Site Office Operations Security (OPSEC) Program	0	11/2/2006
YSO-5.23	Priority of Services (Classified, See YSO VTR)	0	10/10/2003
YSO-5.24	Safeguards & Security Awareness Program	0	5/15/2003
YSO-5.25	NNSA Document Accountability System Control Point Protection Plan	2	7/6/2007
YSO-5.27	Pegasus Configuration Management	1	10/26/2007
YSO-5.29	YSO Internal Website Management	1	5/29/2007
YSO-5.30	Y-12 Site Office Reimbursement of Professional Dues and Memberships	0	11/18/2003
YSO-5.31	Integrated Safety Management Program	0	9/2/2004
YSO-5.32	YSO Processing of Requests for Special Work Authorizations	1	7/19/2007
YSO-5.33	YSO Processing of Work Authorizations	0	4/14/2004
YSO-5.36	Control of Nonconforming Product	0	2/4/2005
YSO-5.37	Information Technology	0	10/4/2005
YSO-5.38	Budget Formulation	0	5/29/2007
YSO-5.39	Program Direction Budget Formulation & Execution	0	5/17/2005
YSO-5.40	Cyber Security Oversight & Operations Activities	1	3/21/2007
YSO-5.41	Safeguards & Security Reviews & Approvals	0	10/21/2005
YSO-5.42	Employee Wellness Program	0	12/7/2006
YSO-5.44	YSO Document Review, Comment, & Approval	0	2/26/2007

APPENDIX 2 |
B&W Y-12, LLC - Contract Number DE-AC04-00AL66620

	Process		
YSO-5.45	National Environmental Policy Act Compliance Program	0	4/11/2007
YSO-5.46	Packaging & Transportation Management	1	7/19/2007
YSO-5.47	Classification & Controlled Information Program	0	5/1/2007
YSO-5.48	Timekeeping Procedure	1	11/30/2007
YSO-6.2	Baseline Change Control - Capital Projects	1	10/28/2005
YSO-6.3	Oversight of Projects	2	9/20/2007
YSO-6.6	Transition to Operations	1	8/1/2005
YSO-6.8	GPP/GPE/MIE Project Approval	4	3/5/2007
YSO-6.11	YSO Energy Systems Acquisition Advisory Board (ESAAB) Equivalent Process	1	6/12/2006
YSO-7.3	YSO ES&H Subject Matter Experts	1	7/1/2005
YSO-7.4	YSO Safety System Oversight Program	3	3/5/2007
YSO-9.8	Performance Summary	2	4/5/2006