

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE <b>1 of 100</b>
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>SP0604-22-R-0421</b>	6. SOLICITATION ISSUE DATE <b>26 September 2022</b>	
7. FOR SOLICITATION INFORMATION CALL 	A. NAME Email: <a href="mailto:DLAEnergyResilience@dla.mil">DLAEnergyResilience@dla.mil</a>		B. TELEPHONE NUMBER (No collect calls) <b>Phone: 571-767-8583</b>	8. OFFER DUE DATE/ LOCAL TIME <b>29 November 2022 - 2:00 PM EST</b>	
9. ISSUED BY <b>Defense Logistics Agency - Energy Installation Energy, Electricity Branch 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Purchase Program: 8.1</b>		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET-ASIDE % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: <b>221118</b> SIZE STANDARD: 750 <b>employees</b>	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
15. DELIVER TO: <b>See Schedule</b>		CODE	16. ADMINISTERED BY <b>See Block 9</b>		
17a. CONTRACTOR/OFFEROR CODE		FACILITY	18a. PAYMENT WILL BE MADE BY <b>See Invoicing Instructions</b>		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
<b>See Schedule</b>	<b>Resilient energy solution to provide electricity and steam from a SMR to Eielson AFB.</b>			<b>kWh Mlbs</b>	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATIONS INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACTS/PURCHASE ORDERS INCORPORATE BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. <b>UNITED STATES OF AMERICA</b> (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <b>Andrea L. Kincaid</b>		31c. DATE SIGNED

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## Part I – The Schedule

### Section B – Supplies, Services, and Pricing.

#### B.1. Definitions, Acronyms, and Interpretation.

B.1.1. Definitions. For purposes of the contract, the following definitions apply to the contract:

<p>“Affiliate” means with respect to any person, any other person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such first person. For this purpose, “control” and its derivatives mean, with respect to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or otherwise. “Control” may be deemed to exist notwithstanding that a person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another person.</p>
<p>“Ancillary services” means those services provided under the contract that are in addition to the generation of energy such as to ensure that the generated energy is transmitted, stable, and of high quality.</p>
<p>“Annual production amount” means the annual production amount shown in Table 5—<i>Electricity Production</i> and Table 6—<i>Steam Production</i>. The annual production amount for a year shall include energy that the Contractor can demonstrate could have been produced and delivered but for excusable delays or reduction caused by the Government in the minimum required Government demand.</p>
<p>“Annual review” means the review conducted pursuant to subparagraph C.11.5., <i>Annual Review</i>.</p>
<p>“Applicable environmental and safety requirements” means requirements mandated or promulgated under any environmental and safety laws, applicable Executive Orders dealing with the environment or land use, and applicable Federal, state, interstate, and local laws that establish an environmental or safety requirement.</p>
<p>“Business day” means any day other than Saturday, Sunday, or any other day on which banking institutions in the state are required or authorized by applicable law to be closed for business.</p>
<p>“Commercial operation date” means the date on which the Contracting Officer provides the Contractor written acceptance of the completion notice.</p>
<p>“Commercial operation” means that the EPF or any part thereof, as applicable, has been provided in accordance with the contract and has proven delivery of providing delivered energy at the interconnection point.</p>
<p>“Completion notice” is the notice, accompanied by a copy of the results of the system acceptance testing, provided by the Contractor to the Contracting Officer after the results of the testing required by subparagraph E.2.1., <i>System Acceptance Testing</i>.</p>
<p>“Contract” means this written agreement between the parties, including its terms, conditions, clauses, schedules, attachments, and any other documents attached hereto or incorporated herein by reference.</p>

<p>“Contract effective date” means the date of contract award by the Government.</p>
<p>“Contract term” means the period from the contract effective date through the expiration date or any earlier termination date.</p>
<p>“Contract unit price” is 1) the per kWh price identified on an annual basis in Table 2—<i>CLIN 0001, Electricity Pricing and Production</i> and 2) the per Mlbs price identified on an annual basis in Table 3—<i>Steam Pricing and Production</i>.</p>
<p>“Contracting Officer’s Representative” is defined in DFARS 252.201-7000, <i>Contracting Officer’s Representative</i>.</p>
<p>“Contracting Officer” is defined in FAR 2.101, <i>Definitions</i>.</p>
<p>“Contractor” means [TBD-insert name of the contractor].</p>
<p>“Contractor personnel” means all those persons retained by the Contractor to perform the contract, including employees, contractors, subcontractors of any tier, agents, officials, licensees, invitees, or other representatives.</p>
<p>“Delivered energy” means the total quantity of electricity and steam generated by the EPF and delivered to the respective interconnection points as measured by the billing meters. The delivered energy for any hour is equal to the sum of the delivered energy for each settlement interval during such hour.</p>
<p>“Electricity” means three-phase, 60 Hertz (Hz)-delta connected 7200 V AC electric energy measured in kWh.</p>
<p>“Emergency maintenance and repair work” means maintenance or repair necessary to correct an existing or imminent failure or to protect the safety or health of the EPF occupants and prevent adverse effects on property.</p>
<p>“Energy” means the capacity or power to do work, such as the capacity to move an object (of a given mass) by the application of force. Energy can exist in a variety of forms, such as electrical, mechanical, chemical, thermal, or nuclear, and can be transformed from one form to another. For purposes of this contract, energy is defined as electricity and steam.</p>
<p>“Energy production facility” means the facility and all associated equipment provided by the Contractor to produce the energy procured by the Government under the contract and includes the electric power generation equipment, controls, meters, switches, connections, conduit, wires, and other equipment installed on the site by Contractor pursuant to the specifications for the purposes of providing output to the Government under the contract. For purposes of this contract, the energy production facility is a nuclear micro-reactor.</p>
<p>“Energy Resilience” means the ability to avoid, prepare for, minimize, adapt to and recover from anticipated and unanticipated energy disruptions in order to ensure energy availability and reliability sufficient to provide for mission assurance and readiness including task critical assets and other mission essential operations related to readiness, and to execute or rapidly reestablish mission essential requirements.</p>
<p>“Energy Security” means having assured access to reliable supplies of energy and the ability to protect and deliver sufficient energy to meet mission essential requirements.</p>
<p>“Environmental attributes” means all environmental and other attributes (including Federal or state renewable energy credits, greenhouse gas credits or other emissions credits, environmental incentives or attributes, tradable renewable certificates, and other renewable energy or environmental credits, claims, benefits,</p>

emissions reductions, offsets, allocations, or attributes, certified, named, characterized, measured, memorialized, recorded, or designated, whether in existence or in the future, including any related certificates such as renewable energy certificates available over the term of and attributable to the contract), but excluding tax benefits, as may exist from time to time that differentiate the EPF or its delivered energy from energy generated by fossil fuel or nuclear powered generating units, and any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the EPF, and its displacement of conventional energy generation, including (i) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SOX), nitrogen oxides (NOX), carbon monoxide (CO), and other pollutants designated by the EPA or other governmental agencies, (ii) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and other greenhouse gases (GHGS) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the earth's climate by trapping heat in the atmosphere, and (iii) credits, benefits, or allowances resulting from the compliance of the EPF or its delivered energy with the standards and guidelines of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol of the UNFCCC or crediting "early action" with a view thereto. Environmental attributes include renewable energy credits but do not include tax benefits or any capacity, reliability, or other power attributes related to the EPF or its delivered energy.

"Environmental and safety law" means any law applicable to Contractor's use of the premises and relating to the protection of human health or the environment or otherwise regulating or restricting the use, storage, disposal, treatment, handling, release, or transportation of materials regulated under environmental and safety laws, including the AEA, ARPA, CAA, CERCLA, CWA, CZMA, EPCRA, ESA, FIFRA, HMTA, MMPA, NEPA, NHPA, OSHA, SDWA, SWDA, TSCA, Nuclear Regulation Commission laws, and the environmental control laws of the state, as now or hereafter enacted or amended.

"Excusable delay" is a delay or failure in contract performance beyond the reasonable control of the party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, civil disturbance, or transmission failure beyond the interconnection point.

"Expiration date" means the date identified in subparagraph F.1.1., *Contract Term*, on which the contract terminates by reason of expiration of the contract term.

"Fair market value" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair market value of the EPF shall be calculated pursuant to paragraph H.6.2., *Determination of Fair Market Value*.

<p>“Government” means the United States Government acting through properly delegated authority. For purposes of the contract, the properly delegated authority is the Contracting Officer.</p>
<p>“Government personnel” means civilian officers and employees of the Department of Defense and members of the Armed Forces of the United States.</p>
<p>“Governmental approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable governmental authority.</p>
<p>“Governmental authority” means any Federal, state, interstate, regional, local, county, parish, town, city, or municipal Government, whether domestic or foreign, or any department, court, agency, commission, bureau, board, or other administrative, regulatory, or judicial body of any such Government.</p>
<p>“Hazardous material” means those materials identified as such by or pursuant to the HMTA.</p>
<p>“Hazardous substance” means materials referred to in section 101(14) (42 U.S.C. § 9601(14)) of CERCLA and materials designated pursuant to section 102 (42 U.S.C. § 9602) of CERCLA.</p>
<p>“Hazardous waste” means any material that is a “hazardous waste” as defined under or pursuant to the SWDA.</p>
<p>“IEEE 1547” means the IEEE standard for interconnecting distributed resources with electric power systems.</p>
<p>“Installation” means Eielson Air Force Base.</p>
<p>“Interconnection” means the point of physical connection between an electrical load and generation sources.</p>
<p>“Interconnection agreement” means the business contract between the installation (or the Contractor, as appropriate) and the UDC for the purpose of interconnecting the EPF power sources with the UDC’s electrical distribution system.</p>
<p>“Interconnection point” means the point(s) at which the electricity and steam produced by the EPF is delivered to and received by the installation.</p>
<p>“Kilowatt hour” means 1000-watt hours and represents one kilowatt of power expended for one hour of time.</p>
<p>“Law” means any statute, act, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a governmental authority, including any of the foregoing that are enacted, amended, or issued after the contract effective date, and which becomes effective after the contract effective date, and any binding interpretation of any of the foregoing.</p>
<p>“Materials regulated under environmental and safety laws” means any substance, effluent, waste, material, chemical, pollutant, or matter that is at any pertinent time defined or listed in, or otherwise classified, designated, or regulated pursuant to, any environmental and safety law as a toxic or hazardous material, hazardous material, extremely hazardous substance, infectious waste, toxic pollutant, or solid waste, or any other legislative or regulatory formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosively, reactivity, carcinogenicity, and toxicity, whether or not so defined, listed, classified,</p>

designated, or regulated by an environmental and safety law. Such materials include friable asbestos and petroleum and petroleum derivatives.
“Megawatt” means a unit for measuring power that is equivalent to one million watts (equivalent to one joule per second).
“Mega-volt ampere reactive” means the reactive power output of the EPF.
“Military Departments” means the Departments of the Army, Navy, and Air Force.
“Minimum annual production” has the meaning set forth in subparagraph C.11.2., <i>Minimum Annual Production</i> .
“Monthly invoice date” means the fifteenth (15 <sup>th</sup> ) day of each month or if such day is not a business day, the business day next thereafter.
“National Electrical Code” means the current edition of the National Electrical Code issued by the National Fire Protection Association.
“Option price” has the meaning set forth in paragraph H.6., <i>Purchase Option Upon Expiration of the Contract</i> .
“Outage”, when applied to the EPF, means the period during which the EPF or a portion thereof is unable to deliver energy to the interconnection point.
“Outgrant” means a lease, license, easement, right-of-way, or other legally recognized form of permission contained in the contract allowing use of the Government’s real property. The outgrant may consist of more than one type of document.
“Output” means, collectively and on an as-available basis, all delivered electricity and steam produced by the EPF and all of the associated environmental attributes.
“Parties” means the Government and the Contractor.
“Party” means either the Government or the Contractor.
“Permits” means all permits and approvals, regulatory or otherwise, required from a governmental authority for the construction, operation, and removal of the EPF.
“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, governmental authority, or any other form of entity.
“Pesticide” is defined in FIFRA.
“Point of common coupling” is the point in the electrical system where multiple electrical loads and generation sources combine, and is accessible for direct measurement to the UDC, the Contractor, and the Government, per IEEE-519.
“Premises” means the real property assets identified in the outgrant as being provided to the Contractor for use under the contract.
“Production year” means a period of one (1) calendar year beginning on the first day of the full month next after COD and ending on the last day of the twelfth (12 <sup>th</sup> ) full month following COD, and each calendar year thereafter.
“Rejection notice” is the notice described in clause E.2.1.3., <i>Rejection of Test Results</i> .

<p>“State” means a state, the District of Columbia, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, American Samoa, and the United States Virgin Islands.</p>
<p>“Steam” means the by-product of the electrical energy harnessed and produced in the heat range of 400-430 degree F 100 psi dry steam.</p>
<p>“Steam Interconnection Facilities” means steam interconnection facilities and devices, including all distribution, transformation, protection devices and relaying facilities and equipment, metering devices, , and all related materials, equipment and structures necessary to interconnect and deliver steam from the EPF to the delivery point.</p>
<p>“System acceptance testing” is the installation and operational testing of the EPF as required in subparagraph E.2.1., <i>System Acceptance Testing</i>.</p>
<p>“Tax benefits” means incentive tax credits attributable to the EPF or its delivered energy (or cash grants in lieu thereof), including credits pursuant to sections 45 or 48 of the Internal Revenue Code, accelerated depreciation attributable to the EPF or its delivered energy, and any other tax credit or tax write-offs allowed under applicable law attributable to the EPF or its delivered energy, irrespective of whether such tax benefits accrue for the benefit of the Contractor, any of its affiliates, or any investor of the Contractor or any of its affiliates.</p>
<p>“Taxes” means a Federal, state, interstate, or local tax.</p>
<p>“Toxic or hazardous material” means any substance, effluent, waste, material, chemical, pollutant, contaminant, or matter that falls within one or more of the following categories:</p> <ol style="list-style-type: none"> <li>a. Any hazardous substance or hazardous waste.</li> <li>b. Any substance or chemical defined and regulated under requirements promulgated, respectively, by the EPA at 40 C.F.R. part 355, by the U.S. Department of Transportation at 49 C.F.R. parts 100-180, by OSHA at 29 C.F.R. § 1910.1200, and ionizing materials otherwise regulated by the U.S. Nuclear Regulatory Commission at 10 C.F.R. part 20.</li> <li>c. Any substance or chemical that is defined as a pollutant or contaminant, dangerous substance, toxic substance, hazardous chemical, toxic chemical, hazardous waste, or hazardous substance under any other applicable environmental and safety law, or the presence of which requires reporting, investigation, removal, or remediation or forms the basis of liability under any applicable environmental and safety law.</li> <li>d. Any substance or material that the Secretary of Defense designates as a “toxic or hazardous material” under 10 U.S.C. § 2692(a)(2).</li> <li>e. Any substance the presence of which on the premises or adjacent property causes or threatens to cause a nuisance or poses or threatens to pose a hazard to health or safety of persons on or about the project or adjacent property.</li> <li>f. Gasoline, diesel fuel, or other petroleum hydrocarbons, including refined oil, crude oil, and fractions thereof, natural gas, synthetic gas, and any mixtures thereof.</li> </ol>

G Asbestos and asbestos-containing materials.
h. Polychlorinated bi-phenyls, or materials or fluids containing the same.
i. Lead-based paint.
“Unified facilities criteria” refers to facility planning, design, construction, operations, and maintenance criteria for DoD Components and participating organizations developed and issued by the Military Departments.
“Utility distribution company” means the Golden Valley Electric Association.

B.1.2. Acronyms. For purposes of the contract, the following acronyms have the meaning as provided:

“AC” means alternating current.
“ACM” means asbestos or asbestos containing materials.
“AEA” means the Atomic Energy Act of 1954 (42 U.S.C. § 2014 et seq).
“ANSI” means the American National Standards Institute.
“ARPA” means the Archaeological Resources Protection Act of 1979 (16 U.S.C. §§ 470aa-470mm), as it may be amended from time to time.
“AST” means above ground storage tank.
“ASTM” means American Society for Testing and Materials.
“ATL” means adjustable trip limit.
“BMP” means best management practices.
“C” means Celsius.
“CAA” means the Clean Air Act (42 U.S.C. § 7401 et seq.), as it may be amended from time to time.
“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may be amended from time to time.
“C.F.R.” means the Code of Federal Regulations.
“CHP” means Combined Heat and Power Plant
“CLIN” means Contract Line Item Number.
“COD” means the commercial operation date.
“COR” means Contracting Officer’s Representative.
“CROMP” means capital reinvestment, operations, and maintenance plan.
“CSSP” means Control Systems Security Program.
“CWA” means the Federal Water Pollution Control Act (also known as the Clean Water Act)(33 U.S.C. § 1251 et seq.), as it may be amended from time to time.
“CZMA” means the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.), as it may be amended from time to time.
“DC” means direct current.
“DFARS” means the Department of Defense FAR Supplement in title 48 of the C.F.R.
“DLA” means Defense Logistics Agency.
“DoD” means Department of Defense.
“DoDI” means Department of Defense Instruction.
“DTM” means Directive-Type Memorandum.

“EIS” means Environmental Impact Statement.
“EPA” means the United States Environmental Protection Agency.
“EPCRA” means the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.), as it may be amended from time to time.
“EPF” means the energy production facility.
“ESA” means the Endangered Species Act of 1973 (16 U.S.C. § 1531 et seq.), as it may be amended from time to time.
“F” means Fahrenheit.
“FAR” means the Federal Acquisition Regulation in title 48 of the C.F.R.
“FIFRA” means the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), as it may be amended from time to time.
“FMV” means fair market value.
“HMTA” means the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), as it may be amended from time to time.
“Hz” means hertz.
“IAEA” means International Atomic Energy Agency
“ICRMP” means Integrated Cultural Resources Management Plan.
“IEC” means the International Electrotechnical Commission.
“IEEE” means the Institute of Electrical and Electronics Engineers.
“INRMP” means Integrated Natural Resources Management Plan.
“IRP” means the installation restoration program.
“ICS-CERT” means Industrial Control Systems Cyber Emergency Response Team.
“kW” means a kilowatt of electrical energy AC.
“kWh” means a kilowatt hour of electrical energy AC.
“LBP” means lead-based paint.
“Mlbs” means million pounds.
“MMPA” means the Marine Mammal Protection Act of 1972 (16 U.S.C. § 1361 et seq.), as it may be amended from time to time.
“MVAR” means mega-volt ampere reactive.
“MW” means megawatts of electrical power AC.
“MWh” means megawatt hour or 1000 kilowatt hours of electrical energy AC.
“NDAA” means National Defense Authorization Act
“NEC” means the National Electrical Code.
“NEPA” means the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.) and NEPA’s implementing regulations at 40 C.F.R. part 1500, as they may be amended from time to time.
“NERC” means North American Electric Reliability Corporation.
“NFPA” means the National Fire Protection Association.
“NHPA” means the National Historic Preservation Act of 1966 (54 U.S.C. 300101 et seq.), as it may be amended from time to time.
“NIPRNET” means the Nonsecure Internet Protocol Router Network.
“NIST” means the National Institute of Standards and Technology.
“NPDES” means National Pollutant Discharge Elimination System.
“NRC” means Nuclear Regulatory Commission

“OSHA” means the Occupational, Safety, and Health Act of 1970 (29 U.S.C. § 651 et seq.), as it may be amended from time to time.
“PCC” means point of common coupling.
“POAM” means Plan of Action and Milestones.
“PSI” means pounds of force per square inch.
“PV” means photovoltaic.
“QA” means quality assurance.
“QC” means quality control.
“RECs” means renewable energy credits.
“RFP” means request for proposals.
“SDWA” means the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as it may be amended from time to time.
“SSP” means System Security Plan.
“SWDA” means the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act) (42 U.S.C. § 6901 et seq.) and any federally authorized state law implementing the requirements of such act, as they may be amended from time to time.
“TSCA” means the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), as it may be amended from time to time.
“UDC” mean utility distribution company.
“UFC” means Unified Facilities Criteria.
“UFGS” means Unified Facilities Guide Specifications.
“UL” means Underwriters Laboratories.
“US-CERT” means the Department of Homeland Security’s United States Computer Emergency Readiness Team.
“USFWS” means United States Fish and Wildlife Service.
“UST” means underground storage tank.
“V” means volts.

B.1.3. Rules of Interpretation. The following rules of interpretation shall apply to the contract:

B.1.3.1. References to the contract, without more specificity, refer to this contract as a whole, including its schedules, attachments, and other documents and clauses attached hereto or incorporated herein by reference, and not to any particular provision of the contract.

B.1.3.2. Unless otherwise specified herein, all references herein to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then exist at the applicable time to which such construction applies to the extent it is not inconsistent with the terms of the contract.

B.1.3.3. Words in the contract that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

B.1.3.4. References to a particular article, section, subsection, paragraph, subparagraph, appendix, or attachment shall, unless specified otherwise, be a reference to that article, section, subsection, paragraph, subparagraph, appendix, or attachment of the contract.

B.1.3.5. References in the contract to any person includes its permitted successors and assigns and to any person succeeding to its functions.

B.1.3.6. All references to dollars are to U.S. dollars.

B.1.3.7. A reference to a law includes any amendment or modification to such law, and all regulations, rulings, and other laws promulgated under such law whether such amendment or modification was made before or subsequent to the contract effective date.

B.1.3.8. The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the contract as a whole and not to any particular provision of the contract unless the context indicates otherwise.

B.1.3.9. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “but not limited to”.

B.1.3.10. The captions or headings in the contract are strictly for convenience and shall not be considered in interpreting the resulting contract.

B.1.3.11. References to “days” means calendar days, unless the term “business days” is used.

**B.2. General Requirement.** The Government is awarding a firm-fixed price contract under 10 U.S.C § 2922a. The contract is for the construction, provision, testing, operation, management, maintenance, and eventual removal of a nuclear micro-reactor EPF, and for the delivery of electricity and steam to the respective interconnection points, ancillary services, and all associated environmental attributes produced by the EPF to be located on Eielson AFB. The contract is incrementally funded using annual appropriations in accordance with 10 U.S.C. § 2922a(c). The contract term may not exceed 30 years, consisting of periods for construction, testing, energy production and delivery, and EPF removal, unless terminated earlier pursuant to the provisions of the contract.

B.2.1. Estimated Contract Value. The estimated contract value is summarized in Table 1—*Contract Value Summary*.

<b>Table 1—Contract Value Summary</b>				
<b>CLIN #</b>	<b>Supplies</b>	<b>Contract purchase and delivery term (in years)**</b>	<b>Total estimated quantity as specified**</b>	<b>Total estimated contract \$ value</b>

0001	Delivered electricity	20	788,400,000 kWh	
0002	Steam	20	10,160,000 Mlbs	
0003	Rental Credit	30		\$73,162.50*
Total estimated contract value				
<i>*This is a preliminary market value assessment estimated by the Air Force</i>				
<i>** These are estimated by Government but subject to change dependent upon an offeror's solution.</i>				

B.2.2. CLIN 0001 Description. CLIN 0001 consists of construction of an on-site nuclear micro-reactor EPF and its provision, testing, operation, management, maintenance, and eventual removal. CLIN 0001 also includes the delivery of approximately 43,800,000 kwh of electricity annually (subject to change given offeror's proposal) to the interconnection point, ancillary services, energy security and resilience (refer to Section C.18, Energy Security and Resilience), and all associated environmental attributes produced by the EPF. Deliveries shall commence on the COD and continue through the contract term, less that portion of the term used for removal of the EPF. The contract term includes a construction period of up to seven (7) years and a removal and restoration period of up to three (3) years (subject to change given offeror's proposal) to commence on the contract effective date. The firm fixed unit prices and estimated quantities for each production year are in Table 2—*CLIN 0001, Electricity Pricing and Production.*

<b>Table 2—CLIN 0001, Electricity Pricing and Production</b>				
<b>Year</b>	<b>Contract unit price (in kWh)</b>	<b>Estimated annual requirement (in kWh)</b>	<b>Estimated annual production (in kWh)</b>	<b>Total estimated contract value</b>
<b>1</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>2</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>3</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>4</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>5</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>6</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>7</b>	<b>CONSTRUCTION PERIOD</b>			\$0.00
<b>8</b>		43,800,000		
<b>9</b>		43,800,000		
<b>10</b>		43,800,000		
<b>11</b>		43,800,000		
<b>12</b>		43,800,000		
<b>13</b>		43,800,000		
<b>14</b>		43,800,000		
<b>15</b>		43,800,000		
<b>16</b>		43,800,000		

17		43,800,000		
18		43,800,000		
19		43,800,000		
20		43,800,000		
21		43,800,000		
22		43,800,000		
23		43,800,000		
24		43,800,000		
25		43,800,000		
26		43,800,000		
27		43,800,000		
28	REMOVAL AND RESTORATION			\$0.00
29	REMOVAL AND RESTORATION			\$0.00
30	REMOVAL AND RESTORATION			\$0.00

**B.2.3 CLIN 0002 Description.** CLIN 0002 consists of the Contractor performing all work, including the collection and routing of steam from the EPF to the interconnection point, and providing all equipment to include any piping, valves, metering, other equipment, and protective devices required by the UDC necessary to connect to the installation steam distribution system, in accordance with any applicable interconnection agreement. Deliveries shall commence on the COD and continue through the contract term, less that portion of the term used for removal of the EPF and associated installed steam infrastructure. The contract term includes a construction period of up to seven (7) years and a removal and restoration period of up to three (3) years (subject to change given offeror's proposal) to commence on the contract effective date. The firm fixed unit prices and estimated quantities (subject to change given offeror's proposal) for each production year are in Table 3—*CLIN 0002, Steam Pricing and Production*.

<b>Table 3—CLIN 0002, Steam Pricing and Production</b>				
<b>Year</b>	<b>Contract unit price (in Mlbs)</b>	<b>Estimated annual requirement (in Mlbs)</b>	<b>Estimated annual production (in Mlbs)</b>	<b>Total estimated contract value</b>
1	<b>CONSTRUCTION PERIOD</b>			\$0.00
2	<b>CONSTRUCTION PERIOD</b>			\$0.00
3	<b>CONSTRUCTION PERIOD</b>			\$0.00
4	<b>CONSTRUCTION PERIOD</b>			\$0.00
5	<b>CONSTRUCTION PERIOD</b>			\$0.00
6	<b>CONSTRUCTION PERIOD</b>			\$0.00
7	<b>CONSTRUCTION PERIOD</b>			\$0.00

8		508,000		
9		508,000		
10		508,000		
11		508,000		
12		508,000		
13		508,000		
14		508,000		
15		508,000		
16		508,000		
17		508,000		
18		508,000		
19		508,000		
20		508,000		
21		508,000		
22		508,000		
23		508,000		
24		508,000		
25		508,000		
26		508,000		
27		508,000		
28	REMOVAL AND RESTORATION			\$0.00
29	REMOVAL AND RESTORATION			\$0.00
30	REMOVAL AND RESTORATION			\$0.00

B.2.4. CLIN 0003 description. Real Estate Rental Credit. Pursuant to 10 U.S.C. § 2667, the Air Force is required to collect rent in an amount that is not less than the fair market value of the lease interest. In lieu of receiving cash rent under the outgrant during the contract term, the Contractor shall provide the Government a utility credit on each monthly bill in accordance with Table 4—*CLIN 0003, Rent*. This monthly credit shall be identified separately on the monthly bill.

<b>Table 4—<i>CLIN 0003, Rent</i></b>						
	<b>Years 1-5</b>	<b>Years 6-10</b>	<b>Years 11-15</b>	<b>Years 15-20</b>	<b>Years 21-25</b>	<b>Years 26-30</b>
<b>Rental Credit per Month</b>						

B.2.4.1. Rent During Construction. The Contractor is responsible for rent during the construction period. The Contractor shall pay the construction period rent during the first production year as a separate rent credit pro-rated on each monthly invoice. The credit shall be specified on the monthly bill along with a running total. The Government shall be notified on the monthly bill when the full construction period rent is paid.

## **Section C – Description/Specifications/Statement of Work.**

### **Subsection I – General.**

**C.1. Type of Contract.** This is a firm fixed price contract under 10 U.S.C. § 2922a for the construction, provision, testing, operation, management, maintenance, and eventual removal of an EPF and for the delivery of electricity and steam to the interconnection point, ancillary services, and all associated environmental attributes produced by the EPF. The EPF shall be owned and operated by the Contractor.

**C.2. Project Location.** The EPF shall be constructed on the premises as described in the outgrant. The term of the outgrant coincides with the contract term, and the outgrant is fully incorporated into and is a part of the contract as Attachment JA1, Draft Outgrant.

C.2.1. Sites. The EPF shall be constructed on one of the available sites identified in Proposal Reference Document PR2, Project Site Map, at the Contractor’s discretion, that will require approval by the Government and NRC.

C.2.2. Known Site Environmental Conditions and Considerations. Proposal Reference Document JR3, Environmental Information Summary, provides the results of an environmental baseline survey conducted June – November 2021 on the potential sites depicted in Proposal Reference Document PR2, Project Site Map. Depending on Contractor’s chosen technology and construction methodology, relevant information from the report includes data such as floodplain status, soil makeup and characteristics, known environmental contamination, existing biological and cultural resources, traffic and infrastructure considerations, and follow up studies or surveys that may be required.

C.2.3 NRC Site Requirements. The NRC will complete an Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) before construction can begin. The site conditions outlined in Proposal Reference Document JR3, Environmental Information Summary, will inform the EIS. The NRC Interim Staff Guidance on Environmental Considerations Associated with Micro-Reactors, available at <https://www.nrc.gov/docs/ML2025/ML20252A076.pdf>, provides an overview of NRC’s approach to NEPA reviews for micro-reactors. In siting the proposed EPF, the Contractor shall follow all applicable provisions of 10 CFR 100, “reactor siting criteria”, incorporating proper distance between the reactor and the outer boundary of the low population zone as defined in 10 CFR 100.3.

### **C.3. General Performance Requirements.**

C.3.1. Provision of an EPF. The Contractor shall provide an EPF and all labor, material, management, and capital to design, construct, install, test, own, operate, maintain, and, at contract termination or contract expiration, whichever occurs earlier, remove the EPF. The Contractor shall be responsible for all modifications to the premises required for the design, installation, construction, operation, and maintenance of

the EPF. The Contractor shall ensure any modification to the EPF, whether during initial construction or after COD, is consistent with any applicable interconnection agreement. All Contractor costs and expenses for the EPF, except as otherwise explicitly indicated in the contract, are included in CLIN 0001.

C.3.1.1. Provision of Steam. The Contractor shall deliver steam produced from the EPF to the interconnection point. The Contractor shall be responsible for all steam modifications necessary to ensure the EPF is compatible with the installation's steam distribution system. The EPF shall not have any adverse effects on the installation's steam distribution system, or on loading, structural integrity, protective devices, or the operation of any of the installation steam equipment. Any modification to the EPF that would affect the installation's steam distribution system and the EPF's steam output requires the prior written approval by the Government. All Contractor costs and expenses for the provision of steam, except as otherwise explicitly indicated in the contract, are included in CLIN 0002.

C.3.2. Exporting of Electricity from EPF. The Contractor shall ensure during performance of the contract that no electricity shall be exported from the EPF to the commercial power grid off the installation. All electricity generated from the EPF shall be consumed by the installation.

3.2.2. Electricity Order of Priority. In order of priority, electricity shall be supplied from 1) the EPF, 2) the CHP, and 3) the Utility Distribution Company.

C.3.3. EPF Performance.

C.3.3.1. Minimum Production. The Contractor shall operate and maintain the EPF whereby the system performance shall result in production of no less than the minimum annual production amount per year, as indicated in Table 5—*Electricity Production* and Table 6—*Steam Production*, provided that the Contractor agrees to maximize its production to the greatest extent possible consistent with applicable laws and the requirements of the contract.

C.3.3.2. Default in Production. Unless due to excusable delay or failure by the Government to accept the minimum annual production, failure of the Contractor to produce at least seventy-five percent (75%) of the annual production amount for a year shall constitute Contractor default.

C.3.4. Site Modifications. Consistent with FAR 52.236-2, *Differing Site Conditions*, the Contractor shall be responsible for all site modifications required for the design, construction, installation, testing, operation, and maintenance of the EPF and steam infrastructure.

C.3.5. EPF Ambient Air Conditions. The EPF must be able to operate at rated conditions in temperatures ranging from -55C to 50C (-67F to 122F). The EPF must be able to store, or maintain all supporting equipment necessary for operation when not

generating, in temperatures ranging from -55C to 55C (-67F to 131F). EPF must operate at rated conditions and temperatures at elevations up to 1,000 meters above sea level.

**C.4. Government Operations.** The installation is an active military installation with daily operations. The Contractor shall construct, operate, and maintain the EPF in a manner to ensure that there will be minimal interruptions to and disruptions of, and no detrimental effects on, military operations from the EPF.

**C.5. Title to the EPF.** The Government obtains no right or title to the EPF pursuant to the contract. The Government shall neither consider nor treat the EPF as a part of or a fixture to the installation. During the contract term, the Contractor or its successors and assignees shall be the legal and beneficial owner of the EPF.

**C.6. thru C.10. Reserved.**

**Subsection II – Electricity Production.**

**C.11. Production Level of Electricity.**

C.11.1. Production Year. The first production year begins the first of the month following the COD and runs for a period of twelve calendar months thereafter.

C.11.2. Minimum Annual Production – Electricity. The EPF electricity, CLIN 0001 production output profile is included in Table 5—CLIN 0001 *Electricity Production*. Given the EPF is a single generating facility, producing electricity with a by-product of steam, only electricity will be subject to minimum annual production. On an annual basis, the Contractor shall produce and the Government agrees to purchase at least the minimum annual production under the heading “minimum annual production (in kWh)” in Table 5—CLIN 0001 *Electricity Production*.

<b>Table 5—CLIN 0001 <i>Electricity Production</i></b>		
<b>Year</b>	<b>Minimum annual production (in kWh)</b>	<b>Annual production amount (in kWh)</b>
1	Construction	Construction
2	Construction	(to be completed at time of award)
3	Construction	
4	Construction	
5	Construction	
6	Construction	
7	Construction	
8	39,420,000	
9	39,420,000	
10	39,420,000	
11	39,420,000	
12	39,420,000	
13	39,420,000	

14	39,420,000	
15	39,420,000	
16	39,420,000	
17	39,420,000	
18	39,420,000	
19	39,420,000	
20	39,420,000	
21	39,420,000	
22	39,420,000	
23	39,420,000	
24	39,420,000	
25	39,420,000	
26	39,420,000	
27	39,420,000	
*Construction period subject to change given offeror's proposal.		

C.11.3. Production Above Minimum Annual Production. If the EPF delivers and the Government is able to consume more than the minimum annual production during a production year, the Government shall pay the Contractor for the additional electricity at the applicable contract unit price set forth in Table 2—*CLIN 0001, Electricity Pricing and Production* under the heading “Contract unit price for production above the estimated minimum annual production (in kWh)”.

C.11.4. Minimum Purchase Guarantee. If the Government consumes less than the minimum annual production for the year as a result of an event that is not due to excusable delay, the Government shall pay the Contractor the difference between the amount consumed and the minimum annual production for that production year at the contract unit price for that year. The Government is not obligated to make such payment until the Contractor demonstrates that the Government's failure to consume the minimum annual production was not due to excusable delay. A curtailment of the EPF either because of an outage by the Utility Distribution Company, if not also the Contractor or an affiliate of the Contractor, that prevents operation of the EPF or because of the need to operate the EPF in accordance with the requirements of the interconnection agreement that leads to the Government's inability to consume the minimum annual production is an excusable delay.

C.11.5. Annual Review.

C.11.5.1. Nature of Annual Review. The Contractor shall complete and submit to the Government a detailed and documented annual review within fifty (50) days of the end of each production year. The annual review shall summarize EPF production levels. If the amount of EPF production recorded is less than the minimum annual production required for that year, then the Contractor shall evaluate the shortfall and provide the Government with the Contractor's conclusions as to the reason for the shortfall.

C.11.5.2. Submission of Annual Review to Financiers. The Contractor shall also submit a copy of the annual review to its financiers.

## **C.12. EPF Performance.**

C.12.1. Industry Standards. The EPF shall conform to applicable industry standards as set forth by 10 CFR; NRC Regulatory Guides; EPA PAG for Radiological Incidents; ASTM; IEEE 1547, 1703, and 1584; IEC 61558; UL; UFC 3-550-01 section 3.10; and NEC.

C.12.2. Adequacy of Maintenance. The Contractor shall maintain the EPF so as to be capable of producing energy in the quantities specified in subparagraph C.11.2., *Minimum Annual Production.*

C.12.3. Curing Annual Production Amount Default. If the annual review indicates, for reasons other than excusable delay or failure by the Government to accept delivery of the minimum annual production, that the EPF failed to produce 75% of the annual production amount, the Contractor shall be in default. To cure the default, the Contractor shall provide with the annual review a written plan, with performance and production milestones, acceptable to the Government to cure the cause of the default and to bring the performance of the EPF into compliance with the contract. If the Contractor's plan to cure the cause of the default is accepted by the Government, the Contractor shall have sixty (60) days to implement the plan and an additional sixty (60) days to demonstrate compliance with the contract through EPF production. If, after sixty (60) days of EPF production, the Contractor cannot demonstrate that the EPF is capable of producing the minimum annual production (pro-rated for the year), the Contractor shall have failed to cure the default and the Government shall have the right to terminate the contract without further notice or right to cure. If the Contractor's plan is not acceptable to the Government, the Government may terminate the contract for default.

C.12.4. Compensation to the Government for Default. Whether or not the Contractor is successful in curing a default for failure to produce 75% of the annual production amount, the Contractor shall reimburse the Government a financial credit equal to the positive difference between the cost of the replacement energy, including costs incurred through a Stand-By Tariff, if applicable, actually purchased by the Government to make up the difference due to the Contractor's failure to produce 75% of the annual production amount less the cost of the energy that would have been supplied by the EPF (but wasn't) had the Contractor produced 75% of the annual production amount. The Government shall provide the Contractor with information demonstrating the cost of the replacement energy the Government purchased to compensate for the Contractor's failure to produce 75% of the annual production amount. In no event shall the Contractor's liability for a financial credit as set forth in this subparagraph exceed the total net costs for replacement energy paid by the Government during this period as a result of the Contractor's failure to produce 75% of the annual production amount.

### **C.13. Electrical Requirements.**

C.13.1. Electrical Modifications. The Contractor shall take actions or install modifications necessary to ensure the EPF is compatible with the installation's electrical distribution system. The EPF will operate in conjunction with the Combined Heat and Power Plant (CHP) and the electric utility. The EPF shall not have any adverse effects on the installation's electrical distribution system, or on loading, voltage levels, transformers, structural integrity, protection device coordination, or the operation of any of the installation electrical equipment. Any modification to the EPF that would affect the installation's electrical distribution system requires the prior written approval of the Contracting Officer. It is the responsibility of the Contractor to ensure any modification to the EPF, whether during initial construction or after COD, is consistent with any applicable interconnection agreement.

#### C.13.2. Description of Equipment and Controls.

C.13.2.1. Provision of Equipment. The Contractor shall perform all work, including the collection and routing of power from the EPF to the interconnection point, and provide all equipment including any overcurrent protection devices required by the UDC and metering necessary to connect to the installation electrical distribution system behind the existing installation electrical meters, in accordance with any applicable interconnection agreement. Necessary equipment includes step-up transformers, switching, and other equipment needed to tie in at the interconnection point. For utility line construction specifications, the Contractor shall follow UFGS section 33 71 01 (Overhead Transmission and Distribution), if required.

C.13.2.2. Interconnection and Specifications. The EPF shall connect to the installation at the interconnection point in accordance with any applicable interconnection agreement. The Contractor shall follow UFC 3-550-01, section 3.10 (Overhead Power Distribution) and section 10.11 (Underground Electrical Systems) for general Government specifications.

C.13.2.3. EPF Interconnection with Alternative Generation. EPF must possess the controls, communication and protection necessary to interact and participate in an electrical generation ecosystem which may include a mix of fossil fuel generation, energy storage and renewable generation.

#### C.13.3. Microgrids.

C.13.3.1. Future Micro-grid Interoperability. The Contractor's system shall be capable of connecting to a microgrid.

C.13.3.2. Reserved.

C.13.3.3. Reserved.

C.13.3.4. Power Factor Control. In addition to active power output control, the EPF shall have the capability to meet a reactive power setpoint of 0.9 leading or lagging by supplying and absorbing reactive power to maintain the power factor on the installation.

C.13.3.5. System Disturbance. If there is a system disturbance (voltage and frequency outside the parameters of IEEE 1547), the EPF shall respond depending on its current operating status, whether it be in grid-forming or grid-following mode. Furthermore, EPF shall be able to ride through transient low voltage events. In grid-following mode, the EPF shall cease to produce electricity and trip within required clearing time in the event of a loss of commercial power. In grid-forming mode, the EPF shall have the ability to actively control its frequency output, allowing it to support system frequency and island critical loads on the installation insofar that the demand does not exceed its rated output.

C.13.3.6. Reserved.

C.13.3.7. Reserved.

#### **C.14. All Connections.**

C.14.1. Point of Delivery Electricity. The point of delivery of electricity supplied by the Contractor from the EPF to the installation shall be the interconnection point. The Contractor shall furnish and use all equipment necessary to generate and deliver energy for the contract term to the installation's electrical distribution system at the interconnection point and shall supply all necessary equipment at the PCC in accordance with the interconnection agreement.

C.14.2. Quality of Electricity. The electricity supplied by the Contractor from the EPF to the installation shall be free from power quality deficiencies such as surge, under-voltage, overvoltage, harmonics, voltage sag, or voltage swell consistent with IEEE standards. The Contractor shall ensure that the EPF does not have a detrimental effect on the installation's power quality, reliability, or safety.

C.14.3. Outages and Isolation. In the event of a power outage at the substation or from the UDC, the Contractor shall disconnect the EPF from the installation grid and isolate the EPF. Once power is restored and detected at the substation or from the UDC, as the case may be, the Contractor shall ensure that the EPF automatically reconnects to the installation grid.

C.14.4. Applicable Standards. The Contractor shall comply with IEEE 1547 (Standard for Interconnecting Distributed Resources with Electric Power Systems) for utility interconnection and with the requirements of the interconnection agreement.

C.14.5. Point of Delivery Steam. The point of delivery for steam supplied by the Contractor from the EPF to the installation shall be the steam interconnection point. The

Contractor shall furnish all steam interconnection facilities necessary to generate and deliver steam for the contract term to the installation's steam distribution system at the interconnection point and shall supply all necessary equipment in accordance with the interconnection agreement at the interconnection point.

C.14.5.1. General Steam Requirements. The Contractor shall ensure dry steam must enter the steam distribution system at approximately 100 pounds per square inch (psi) of pressure and at a temperature of 430 – 450 degrees Fahrenheit. The EPF must be capable of normal operation capacity between 52,000 – 75,000 pounds mass per hour (lbm/hr) of steam and able to reach a max of up to 100K lbm/hr of steam. Additional information regarding the existing steam infrastructure at the installation can be found under Proposal Reference Document PR5, Existing CHP and Steam Infrastructure.

## **C.15. System Operations and Maintenance.**

C.15.1. General Operation and Maintenance Responsibility. The Contractor shall be responsible for all aspects of operating and maintaining the EPF over the contract term and ensuring that every part of the EPF is operating according to design, free of electricity quality issues, and producing the maximum amount of power possible. The Contractor shall submit a CROMP prior to system acceptance, with sufficient detail to assure the Government that the EPF meets the requirements of the contract. To the maximum extent possible, the Contractor shall schedule maintenance and repair of the EPF at times when consumption is at a low point such that charges for electricity and steam paid by the Government are minimized, and in such a manner as to not hinder the Contractor from providing the maximum amount of power and steam possible. Scheduled outages by the Contractor shall not exceed four (4) hours per event and shall not exceed two (2) events per month. A scheduled outage of the EPF for maintenance shall constitute an excusable delay sufficient to excuse the Government, on a pro-rata basis, from its obligation to consume energy from the EPF during the length of the outage.

C.15.1.1. Communication During EPF Issues. Coordination between the EPF and CHP operations is critical for the reliability of the installation electric supply. Contractor shall ensure that they communicate with the installation and CHP operators through the COR in the event of any planned or unplanned EPF downtime.

C.15.2. Preventative Maintenance. The Contractor shall engage in preventative maintenance work to avoid unexpected or unplanned outages. Preventative maintenance includes periodic equipment inspections, tests, calibrations, and maintenance tasks required to ensure that systems operate as intended. The Contractor shall prepare a written list of preventative maintenance requirements and a preventative maintenance work procedure and checklist as provided for in the CROMP.

C.15.2.1. **Planned EPF Downtime.** Contractor shall inform the Government and CHP operator at least 7 days in advance of any planned reduction in EPF generation. Contractor shall provide information on expected reduction in generation capacity, expected duration, and expected re-start. Contractor should provide estimate for number of planned downtimes per year with reasoning.

C.15.2.2. **Unplanned EPF Downtime.** Contractor shall inform the Government and CHP operator within thirty (30) minutes of unplanned reduction in EPF generation. Contractor will timely inform the Government and CHP operator on the status of corrective actions and expected return to service timeframe. Contractor to provide report within one week of any unplanned reduction in EPF generation that identifies causes of event, corrective actions taken during event, corrective actions needed to ensure event does not reoccur repeat.

C.15.3. **Emergency Maintenance and Repair.** The Contractor shall endeavor to perform emergency maintenance and repair work at times that will cause the least disruption and cost to the Government, but not so as to endanger any persons or the long-term capability of the EPF to operate.

C.15.4. **Normal Housekeeping.** The Contractor shall perform normal housekeeping functions throughout the premises. All rubbish and waste materials shall be properly recycled or otherwise disposed of. The Contractor shall store all supplies and equipment only at approved storage areas so as to preclude theft or damage and to maintain the site in a neat and orderly manner. Loose debris on trucks leaving the site shall be loaded in a manner that will prevent dropping of materials onto the streets. Trucks shall have a suitable cover, such as a tarpaulin, over the load before leaving the Contractor's site. The Contractor is responsible for immediately cleaning up any materials that fall from its trucks or equipment.

C.15.5. **Inspection Records.** The Contractor shall maintain adequate and necessary inspection and maintenance records that identify, at a minimum, the date inspection was performed, the deficiency, the EPF components affected, the date the deficiency was identified, the date the repair or replacement was implemented, and a description of activities performed. These inspection and maintenance records shall be made available for review upon request by the Contracting Officer or the COR.

## **C.16. Metering and Meter Reading Services.**

C.16.1. **Provision of Meters.** The Contractor shall provide meters for automatic collection, recording, and reporting interval metering for real and reactive demand, registering entries every fifteen (15) minutes. Each Contractor-installed meter shall be utility grade metering equipment of standard manufacture to be furnished, installed, maintained, repaired, and calibrated in accordance with applicable requirements.

C.16.2. Meter Reading. The Contractor shall read all meters at the end of each calendar month.

C.16.3. Testing and Calibration. The Contractor shall, at least once per year, inspect, test, calibrate, and certify each Contractor-installed meter in accordance with ANSI C12.20. The Government has the right to have representation at and during the inspection and testing. The Contractor shall provide the Government at least thirty (30) days advance notice of such a meter inspection and testing. Upon the Government's written request, the Contractor shall furnish a copy of all technical specifications and accuracy calibrations for the meter and the testing.

C.16.4. Government-Requested Tests. If the Government has reason to believe that a Contractor meter is malfunctioning, the Government may request one additional test per meter per year at the Contractor's expense. At the written request of the Contracting Officer, the Contractor shall make additional tests of any such meter in the presence of Government representatives.

C.16.5. Accuracy Standards. No meter shall be placed in service or allowed to remain in service that does not meet the accuracy standards of ANSI C12.20.

C.16.6. Remote Monitoring. The Contractor shall provide remote monitoring of metering equipment, and metering data shall be secure and remotely accessible. Any such system shall comply with paragraph C.17., *Communications and Control Systems Cyber Security Requirements*.

C.16.7. Billing Meter. The Contractor's billing meter shall be on the high voltage side of the EPF step-up transformer for electricity, and at the point injection for steam.

C.16.8. Meter Readings Availability. The Contractor's meter readings shall be readily available and downloadable to the installation from the Contractor's website and otherwise conform to paragraph G.4., *Report Submissions*. The website shall be password protected. The Contractor shall provide the Government with login information prior to the COD.

## **C.17. Communications and Control Systems Cyber Security Requirements.**

C.17.1. Basic Cyber Requirements. Communications protocols shall include Modbus. The EPF shall meet the Government cyber-security requirements as described under Reference Document JR6, Department of the Air Force Guidance Memorandum, 2021-32-01, Civil Engineer Control Systems Cybersecurity. All of the Contractor's communications and control systems must be isolated from the installation's networks. The Contractor's final communication and control system cyber security document must be approved by the Contracting Officer and, subject to such approval, will be incorporated into the contract. The Contractor shall provide cyber security of its systems

in accordance with all applicable controls described in NIST SP800-82 Rev2, *Guide to Industrial Control Systems Security*.

C.17.1.1. Cybersecurity Plan. The contractor shall develop a Cybersecurity Plan in accordance with DFARS 252.204-7012. The Plan will apply to those systems and networks developed under this agreement. The Plan will not apply to the Contractor's networks and systems that are not directly supporting the effort of the agreement and do not store or transmit Government documents. As detailed below, the Plan will include four (4) components: a Preliminary System Security Plan (SSP), a Plan of Action and Milestones (POA&M), a Validation Strategy, and a Sustainment Strategy.

C.17.1.1.1. Preliminary System Security Plan (SSP). The contractor shall describe the information and control systems that will be used under this project by following the instructions below.

C.17.1.1.1.1. Completing Proposal Reference Document JA5, System Security Plan, which requests information on the proposed or preliminary system description, network and control system architecture, hardware and software list, and implemented or planned security controls.

C.17.1.1.1.2. Identifying and evaluating any tools, including the Department of Homeland Security's Cyber Security Evaluation Tool (CSET), or alternative approaches to streamline the submission, assessment, and sustainment of the cybersecurity strategy and to connect to future Risk Management Framework (RMF) activities.

C.17.1.1.1.3. Describing how the requirements in DFARS 252.204-7012(b)(2)(i), which subjects contractor information systems to specific requirements under National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, which will be used to document specific controls necessary to protect Unclassified Controlled Information related to the subject Statement of Work will be met. These standards will be applied as appropriate to the networks, systems and information developed under, and specific to, the contract or agreement.

C.17.1.1.1.4. Describing how the requirements in the UFC 4-010-06, Cybersecurity of Facility-Related Control Systems, which describes industrial control system (ICS) security controls and mitigations that a contractor should consider related to NIST SP 800-82 Revision 2 Guide to Industrial Control Systems (ICS) Security for designer and enclave responsibilities (see Chapter 3.5,

Appendix H-4.4, and Table H-4), will be implemented as appropriate to the requirements of the contract.

C.17.1.1.1.5. Provide specific processes, actions, and interfaces with the installation (including integration to existing standalone or networked installation systems) and proposed performance indicators and metrics that support a risk management approach for cybersecurity (e.g. logs, audits, network scans, vulnerability scans, testing, assessments, reports, continuous tracking of ICS-CERT, etc.), which will be developed and documented generally, and broken down by security controls in the SSP template, for the current security posture of the systems, networks and data developed for the requirements of the contract.

C.17.1.1.2. Plan of Action and Milestones (POAM). The Contractor shall identify weaknesses, gaps, or uncertainties that may impact the cybersecurity plan and document them in the POAM to track resolutions in a timely manner. Action items and milestones will also be developed and status reported on as required.

C.17.1.1.3. Validation Strategy. The Contractor shall describe the process for identifying a qualified third-party validator to ensure the final SSP accurately reflects the constructed and commissioned system. The Contractor responsibilities shall include, but are not limited to, producing a Security Assessment Report containing the following.

C.17.1.1.3.1. A risk assessment for the cybersecurity plan based on a methodology commensurate with NIST SP 800-37. Items of risk requiring corrective actions will be added to the POAM and changes will be updated in the SSP.

C.17.1.1.3.2. An Assured Compliance Assessment Solution scan that assesses any implemented Defense Information System Agency Security Requirements Guides and Security Technical Implementation Guides that are mapped to the relevant security controls in the SSP, or a separate process will be developed to ensure compliance with all applicable requirements. The Contractor will work with the installation or other Government representative as designated by the Government to validate that the third-party party, or manual compliance review process, or compliance scanning tool meets the requirements to ensure independent validation of the security controls.

C.17.1.1.4. **Sustainment Strategy.** The Contractor shall identify the team of contractors and subcontractors that will be used to execute and continuously update the cybersecurity plan throughout the design, construction, testing and continual operation of the EPF during performance, including rapid reporting of any cyber incidents within one hour of detection.

C.17.2. **Security of Control Systems.** The Contractor shall establish physical and electronic processes to preclude accidental, unauthorized, or insider adverse manipulation of power generation supervisory controls and data integrity in accordance with the NIST cyber-security framework, the US-CERT, and the CSSP. The Contractor shall document the processes and submit the final document to the Government at least ten (10) days prior to COD, and update the document annually.

C.17.3. **Reporting Intrusions.** The Contractor shall include within the EPF cyber-security processes a provision to periodically report intrusion attempts and to report successful intrusions and other incidents within one hour to the installation's security forces and network operations centers and the US-CERT, as well as to the Contracting Officer and Contracting Officer's Representative.

C.17.4. **Self-Assessments.** Using the CSSP, the Contractor shall self-assess the cyber-security aspects of any industrial control system it plans to use, address identified shortfalls, and submit a report with findings to the Contracting Officer. The Contractor shall prepare and submit an annual report (to include a record of identified intrusions and incidents and corrective actions) as part of the cyber-security operations manual update.

C.17.5. **Information on Cyber-Security.** The Contractor shall provide information to the Government on the EPF's planned and current cyber-security, including appropriate standards and specifications, vulnerabilities, processes, incident recovery, and protections. Particular attention shall be focused on industrial control and monitoring system remote access protections.

C.17.6. **Micro-grid Requirements.** If energy from the EPF is to be supplied into an on-installation micro-grid, the documents and self-assessments noted above shall include details as to how to exchange data within the confines of the installation's information assurance requirements and NIST Interagency Report 7628.

**C.18. Energy Security.** To increase energy security and resilience the Contractor shall construct the EPF per the requirements contained within this section.

C.18.1. **Power Requirements.** The Contractor shall be responsible for meeting the requirements relating to power output of the EPF as specified below.

C.18.2. **Rated Active Power Output.** Power output for Eielson AFB EPF will need to meet baseload power demand of 5MWe and provide annual production of steam in

accordance with Table 2 CLIN 0001-*Electricity Annual Production* and Table 3 CLIN 0002-*Steam Annual Production*.

C.18.3. Rated Reactive Power Output. Power output for Eielson AFB EPF must meet baseload reactive power demand of 1.5 MVAR. The EPF shall have programming functionality to supply positive or negative reactive power to the Eielson AFB's electric distribution system.

C.18.4. EPF Protection and Output Tolerance. Power output should adhere to all fault contribution, overcurrent protection, interrupt current ratings, voltage and frequency standards and specifications set forth for baseload generation by FERC and Regulatory Commission of Alaska.

C.18.5. Minimum Level Availability. Availability is a measure of a system or component being operational and accessible when required for use. Inherent Availability must meet a capacity factor of 80% or greater. Operational Availability of EPF should meet an annual capacity factor of 90% or greater, with nominal (30 days or less) refueling/maintenance outages scheduled no less than every 18 months during minimal demand periods. Contractor shall report on EPF operational availability and inherent availability on a monthly basis to Eielson AFB.

C.18.5.1. Operational Availability. This availability considers all downtime and includes downtime for unscheduled (i.e. repair due to failures) and scheduled maintenance, including any logistics time.

C.18.5.2. Inherent Availability. This availability considers only downtime for repair to failures.

C.18.6. Sustained Outage. In accordance with Air Force Policy Directive, AFPD-90-17 ([https://static.e-publishing.af.mil/production/1/saf\\_ie/publication/afpd90-17/afpd90-17.pdf](https://static.e-publishing.af.mil/production/1/saf_ie/publication/afpd90-17/afpd90-17.pdf)) the Air Force must "provide the energy and water necessary to support critical missions independent of commercial infrastructure for 7 days or the time needed to relocate the mission, whichever is longer." In the instance of a major relocation event the EPF should be able to operate fully autonomously for 7 days. Auxiliary power requirements necessary for EPF operation (such as power needed for lighting, instrumentation, computers, communication devices, and environmental control) must be available to the microreactor without provision from the installation.

C.18.6.1. Relocation. Major relocation event is defined as a sustained electrical outage of more than 8 hours with no short-term guaranteed reinstatement from generation partners. The installation Wing Commander will declare when installation missions require relocation.

C.18.6.2. Autonomous Operation. Fully autonomously denotes that the EPF has all required inputs needed for operation and shutdown located on site, or

is able to remotely access these resources. All equipment and inputs required to operate and sustain power and steam production shall be located within the EPF.

C.18.7. Black Start and Walk Away Safe Testing. Contractor shall perform, at least annually or otherwise requested by the Government, walk away safe and blackstart testing to ensure the EPF can electrically transition from full operation to shutdown mode and reverse. Walk away safe and black-start testing shall include the EPF at full operational loads while completely separated from the utility grid using a load bank the Contractor will install. Walk away safe testing shall include safe shutdown conditions without active intervention from any onsite operator in, at most, 24 hours. DoD requirements for testing are included in Section J, Reference Document JR7, DoD Instruction (DoDI) 4170.11, Installation Energy Management. DoD guidance for the operation, maintenance, and testing of electrical and mechanical systems can be found in DoD Energy Resilience: Operations, Maintenance, and Testing Strategy and Implementation Guidance. Reference: [https://www.acq.osd.mil/eie/IE/FEP\\_Energy\\_Resilience.html](https://www.acq.osd.mil/eie/IE/FEP_Energy_Resilience.html)

C.18.8. ERRE Testing. Contractor shall participate in Air Force led Energy Resilience and Readiness Exercises (ERREs), more widely known as Black Start Exercises, when requested by the government. During ERRE the installation will withdraw all support for EPF and contractor will demonstrate EPF ability to operate, shut down, and / or fully operate for up to a 7 day period.

C.18.9. Schedule of Resilience and ERRE Testing. The Government shall schedule the performance test by providing the Contractor written notice. The notice will provide the Contractor with a testing period (within 30 days from the date of the notice) during which the test will occur. The COR, after coordinating with the Contracting Officer and Installation Commanders, shall direct the Contractor to commence testing at any time during the testing period. Testing shall occur and be witnessed by representatives from the Government or a designated representative.

C.18.9.1. Testing Remediation. Contractor shall provide a summary report of the EPF performance within five (5) business days after the conclusion of each test. In the case that the EPF fails or performance is degraded during any test, the system deficiency must be identified in the report and addressed within a timeframe acceptable to EAFB.

**C.19. Delay Plan.** Prior to COD, the Contractor shall submit to the Contracting Officer a detailed Service Interruption and Contingency Delay Plan for the EPF.

C.19.1. Contents of Delay Plan. The Service Interruption and Contingency Delay Plan shall project service interruptions for maintenance and provide procedures for notification and correction of planned and unplanned interruptions of delivery of energy from the EPF, including possible excusable delays.

C.19.2. Incorporation Into Contract. Upon acceptance by the Contracting Officer, the Delay Plan will be incorporated into the contract via modification as Exhibit JE2, *Service Interruption and Contingency Delay Plan*.

**C.20. thru C.30. Reserved.**

**Subsection III – Facilities and Management.**

**C.31. Construction.** The EPF shall be constructed and installed with due care by Contractor personnel who are qualified by training, ability, and experience to perform the work and shall conform to the contract, applicable industry standards and best practices, applicable law, and the requirements of the outgrant. If the Contractor fails to meet any of the foregoing requirements, the Contractor shall perform and provide, at its own cost and without additional charge to the Government, the professional services and supplies necessary to correct errors and omissions, including any necessary replacement of the EPF, that are caused by the Contractor's failure to comply with the contract so that the EPF is capable of providing the services required by the contract. The Contractor shall provide the Contracting Officer an EPF implementation plan and scheduling and phasing plan within thirty (30) calendar days after the contract effective date.

C.31.1. Environmental and Safety Protection. The Contractor shall provide and maintain, for the contract term, environmental and safety protection on the premises consistent with normal construction standards and in accordance with any permits governing the activity, and plan for and provide environmental protection measures to control pollution, runoff, and effluents that develop during normal construction, maintenance, and operations, and during demolition.

C.31.2. Sediment and Erosion. The Contractor shall implement sediment and erosion control during construction activities.

C.31.3. Suppression of Dust and Control of Dirt. During construction, the Contractor shall utilize best management and construction practices to minimize airborne particulate matter and dust. In addition, the following dust control measures are required to be implemented during land preparation, excavation, and demolition at the project site:

C.31.3.1. Watering. All soil excavated or graded shall be sufficiently watered to prevent excessive dust. Watering shall occur as needed with complete coverage of disturbed soil areas. Watering shall be a minimum of twice daily on unpaved/untreated roads and on disturbed soil areas with active operations.

C.31.3.2. During Wind. All clearing, grading, earth moving, and excavation activities shall cease during periods of winds greater than 20 miles per hour (mph) (averaged over one hour), if disturbed material is easily windblown, or when dust plumes of 20% or greater opacity affect public roads, occupied structures, or neighboring property.

C.31.3.3. Transportation. All fine material transported off-site shall be either sufficiently watered or securely covered to prevent excessive dust during transportation.

C.31.3.4. Access Point Protection. All haul trucks are required to enter and exit the site via a stabilized construction entrance.

C.31.3.5. Stabilizing Stockpiles. Stockpiles of soil or other fine loose material shall be stabilized by watering or other appropriate method to prevent wind-blown fugitive dust.

C.31.3.6. Inactive Soil Areas. Once initial leveling has ceased, all inactive soil areas within the construction site shall either be seeded and watered until plant growth is evident, treated with a dust palliative, or watered twice daily until soil has sufficiently crusted to prevent fugitive dust emission.

C.31.3.7. Vehicle Speed. On-site vehicle speed shall not exceed 15 miles per hour.

C.31.3.8. Traffic Areas. All areas with vehicle traffic shall be paved, treated with dust palliatives, or watered a minimum of twice daily.

C.31.4. Noise Suppression. The Contractor shall mitigate noise effects during construction activities by adhering to OSHA standards for occupational noise exposure.

C.31.4.1. Noise Near Schools. The Contractor shall avoid excessive construction noise to nearby schools and the resulting potential health and safety effects on children. All construction, maintenance, or demolition activities occurring at a distance of less than 300 feet from a school structure shall be scheduled when students are not present, and coordinated after regular school hours on weekdays, during weekends, school holidays, or other periods of the year (e.g., summer months when classes may not be in session). Any such construction, maintenance, or demolition activity outside normal installation hours shall be coordinated with the COR.

C.31.4.2. Pile-driving. Pile-driving shall be either conducted with equipment noise controls/abatement, or scheduled to occur during weekdays (but after school hours), weekends, holidays, Summer, or other periods when classes are not in session.

C.31.4.3. Other Noise Generating Activities. Site grading and other construction or demolition activities that are expected to take place at a distance of less than 300 feet from a school structure shall be scheduled to occur during weekdays (but after school hours), weekends, holidays, Summer, or other periods when classes are not in session.

### C.31.5. Air Quality.

C.31.5.1. Local Requirements. The Contractor shall comply with all local air quality requirements.

C.31.5.2. Vehicle Idling. No off-road vehicles or engines will idle for more than 5 consecutive minutes. The idling limit does not apply when queuing, when verifying that the vehicle is in safe operating condition, for testing, servicing, repairing, or diagnostic purposes, when necessary to accomplish work for which the vehicle was designed (such as operating a crane), when required to bring the machine system to operating temperature, and when necessary to ensure safe operation of the vehicle.

C.31.5.3. Equipment Maintenance and Tuning. The Contractor shall properly maintain and tune all internal combustion engine powered equipment.

C.31.6. Review by Government. All facilities, construction, and installation by the Contractor on the premises shall be subject to review by the Government. EPF interconnections shall conform to the interconnection agreement. At least ninety (90) days prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities or equipment to be installed pursuant to the contract, the Contractor shall submit, for review by the Government, detailed designs, drawings, and specifications of the facilities and equipment the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction it commences or obligations by it to purchase facilities and equipment. Government review of designs and construction work is to ensure such work is compliant with the requirements for use of the premises and in no way implies that the Government is certifying that the designs meet the Contractor's needs or are compliant with the contract as a whole.

C.31.7. As-built Drawings. Within ninety (90) days or such other reasonable time, as approved by the Government, after COD and installation of facilities pursuant to the contract, the Contractor shall submit to the Government digital and hard copies of marked as-built prints of all the Government facilities affected by changes made pursuant to the contract. The Contractor's drawings of the Government facilities shall use drawing title blocks, use drawing numbers, be prepared in accordance with industry drafting standards, and be approved by the Government. The Government may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to the Government within a reasonable time as determined by the Government.

C.31.8. Equipment Ownership Markers. The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the premises or in the Government substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor or other appropriate party as the owner of said equipment and facilities.

C.31.9. Digging Permits. The Contractor shall obtain an installation dig permit prior to the start of any excavation. The Contractor shall comply with all requirements of the dig permit while performing the excavation. The Contractor shall notify the COR at least fifteen (15) days prior to starting excavation work and contact Civil Engineering Customer Service, (317) 377-2100 seventy-two (72) hours prior to excavating.

C.31.10. Reserved.

C.31.11. Reserved.

C.31.12. Temporary Traffic Control.

C.31.12.1. Access and Haul Roads. If access or haul roads are needed in addition to the roads already present, the Contractor shall construct access and haul roads necessary for proper prosecution of the work. The roads are to be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic are to be avoided. The roads shall have necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. Location, grade, width, and alignment of access and haul roads must be approved by the Contracting Officer. Lighting must be adequate to assure full and clear visibility for full width of access and haul roads and work areas during any night work operations.

C.31.12.2. Barricades. The Contractor shall erect and maintain temporary barricades to limit public access to construction areas. Whenever safe public access to paved areas such as roads, parking areas, or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic, barricades are required. The Contractor shall place barricades so that they are secure, clearly visible, and have adequate illumination to provide sufficient visual warning of the hazard during both day and night.

C.31.12.3. Fencing. The Contractor shall provide fencing along the construction site at all open excavations and tunnels to prevent access by unauthorized persons. The safety fencing must meet design guide or guidelines provided by the installation.

## **C.32. Surface Water.**

C.32.1. Storm Water Management Plan. For any construction activity or development that disturbs more than 43,560 square feet of surface area, the Contractor is required to obtain approval of a storm water management plan from the Civil Engineering Environmental Flight, Water Program Manager. If the EPF is located in a five hundred (500)-year floodplain as identified in Executive Orders 11988, *Floodplain Management*, and 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*, the Contractor shall also provide a flood management plan.

C.32.2. Drainage and Installation Guidelines. The EPF and associated construction shall not adversely affect water drainage patterns on the premises or on adjacent land. Local storm water management practices shall be followed in accordance with the design guide or guidelines provided by the installation.

C.32.3. Sediment Runoff. The Contractor shall prevent sediment runoff from the premises.

### **C.33. EPF Site Physical Security.**

C.33.1. EPF Fencing. The Contractor shall ensure that the EPF is protected on all sides to prevent unauthorized persons from entering the premises, to prevent tampering with the EPF, and to protect persons from electric shock. The Contractor shall install a fence in accordance with the design guide or guidelines provided by the installation, as well as adhere to the requirements within 10 CFR 100, Reactor Site Criteria.

C.33.2. Fencing Specifications. The minimum requirements for fencing are specified in UFGS section 32 31 13 (Chain Link Fences and Gates) and all fencing shall be grounded in accordance with the paragraph on grounding. Listed specifications are provided at the following websites:

Section 26 11 14.00 10 (Main Electric Supply Station and Substation)  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2026%2011%2014.00%2010.pdf>

Section 32 31 13 (Chain Link Fences and Gates)  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2032%2031%2013.pdf>

C.33.2.1. Physical Security of Nuclear Materials. For the physical security of special nuclear materials, applicants would need to consider the placement of fences based on the requirements in 10 CFR Part 73, Physical Protection of Plants and Materials.

C.33.3. Lighting. The Contractor shall install lighting in accordance with the design guide or guidelines provided by the installation.

C.33.4. Costs of Fencing and Lighting. The Contractor is responsible for all costs of designing, installing, operating, and maintaining the fencing and lighting, including energy to power the lighting, the cost of which is included in the fixed price for the contract.

C.33.5. Government Approval. The fencing and lighting shall become a part of the EPF. Government approval of the fencing and lighting design shall be obtained before construction of the fence and lighting.

### **C.34. Contractor Personnel.**

C.34.1. Responsibility for Personnel. The Contractor is, at all times during contract performance, responsible for the actions of Contractor personnel.

C.34.2. Unacceptable Personnel. The Contractor shall not employ or allow any person to work on the contract or enter Government property if such person is identified to the Contractor as a potential threat to the health, safety, security, general well-being, or operational mission of the Installation or to installation personnel.

C.34.3. Contractor Supervisory Personnel. The Contractor shall, within three (3) business days after the contract effective date, provide the Contracting Officer with the names of the responsible supervisory persons authorized to act on behalf of the Contractor.

C.34.4. Sufficient Personnel and Their Conduct. The Contractor shall furnish a sufficient number of qualified personnel to perform all work specified within the contract. Contractor personnel shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

C.34.5. Personnel Citizenship/Legal Residence. No Contractor personnel will be admitted to the EPF site unless that person furnishes proof that is satisfactory to the installation commander that the person is a citizen of the United States or otherwise legally authorized to work in the United States. Such proof shall be submitted to the COR not less than thirty (30) days prior to admission to the EPF site.

### **C.35. Work Scheduling.**

C.35.1. Coordination of Work Schedules. All work scheduling, including for construction, maintenance, and service and repair calls, shall be coordinated in advance with the COR.

C.35.2. Normal Work Hours. Unless otherwise approved by the COR, all work shall be performed within normal working hours of the installation. The installation's normal working hours are 0700-1700 Monday – Friday exclusive of Saturdays, Sundays, Federal holidays, closures due to Executive Orders, and administrative closures.

### **C.36. Security Requirements.**

C.36.1. Compliance With Security Regulations. Contractor personnel entering DoD facilities shall comply with all applicable security regulations. They shall be subject to 18 U.S.C. § 1382, 50 U.S.C. § 797, regulations promulgated pursuant to 10 U.S.C. § 2672, and to security checks according to DoDI 5200.08, *Security of DoD Installations and Resources and the DoD Physical Security Review Board (PSRB)*, and DTM 09-012, *Interim Policy Guidance for DoD Physical Access Control*, as implemented by the installation commander.

C.36.2. Vehicle Access. Contractor personnel rented or privately-owned vehicles and Contractor-owned or rented vehicles entering the installation shall have a valid and current state vehicle license and shall have all required Government registrations. The Contractor shall register the vehicles with the installation before commencement of contract work. State license, registration, and insurance shall be maintained current while the vehicle is in use on the installation. Contractor personnel operating motor vehicles on the installation shall have a valid state operator's license for the category of vehicle being operated. All Contractor personnel shall comply with DoDI 5200.08, DTM 09-012, and any applicable DoD traffic regulations, as implemented by the installation commander, regarding motor vehicle use on the installation. The Contractor shall provide transportation for Contractor personnel to and from local security offices.

C.36.3. Use of Recording Equipment. No camera, video, or other recording equipment may be used at the installation or brought onto the installation without permission of the installation commander. Any such equipment used for monitoring the EPF must be stationary, fixed in its direction, and may only monitor the Contractor's equipment. The Contractor shall provide to the Government, upon the Government's request, images received from such equipment for review and verification that the images comply with the requirements of the contract. Any transmission of images from such equipment must comply with the requirements set forth in paragraph C.17., *Communications and Control Systems Cyber Security Requirements.*

C.36.4. Obtaining Passes and Identification. The Contractor shall ensure all pass and identification items required for contract performance are obtained for Contractor personnel and non-Government owned vehicles in accordance with installation requirements.

C.36.5. Personnel Access Badges. Contractor personnel may only enter upon the installation after obtaining access badges as required by the installation. The Government will issue badges, and the badges must be worn, clearly visible, by Contractor personnel at all times while on the installation. When Contractor personnel leave the Contractor's service, or when access is no longer required, the Contractor personnel's badge shall be returned to the installation by the Contractor in accordance with Government requirements.

C.36.6. Applying for Access Badges. The Contractor, working through the installation, shall apply for Contractor personnel access badges within five (5) calendar days after receipt of facility clearance and, for Contractor personnel arriving at a later date, no less than five (5) calendar days prior to the arrival of the personnel on the installation.

C.36.7. Access to Government Buildings. It shall be the Contractor's responsibility to obtain access, through the Contracting Officer, to Government buildings on the premises.

### C.36.8. Secured and Restricted Areas.

C.36.8.1. Non-recurrent Access. Contractor personnel and vehicles requiring non-recurrent access to secured areas or restricted areas under the control of the installation shall obtain the prior permission of the Contracting Officer for such access.

C.36.8.2. Recurrent Access. The Contractor shall provide to the Government a list of contractor personnel requiring recurrent access to secured areas or restricted areas no later than five (5) business days after the contract effective date. The Contractor shall provide any updates to the list as its personnel change. The list shall include the full name, address, telephone number, driver's license number (or state ID or INS number), and vehicle information (registration, make, model, and VIN). The installation will issue access badges as it deems warranted.

### C.37. Utilities.

C.37.1. Availability of Government Provided Utilities. The Contractor shall arrange for all utilities needed at its own expense. Where installation utilities are available, reasonable amounts of water, electricity, and natural gas at existing outlets may be provided, at the Government's discretion, by the Government and at Contractor's expense. The Contractor, at its expense and in a workmanlike manner satisfactory to the COR, shall install and maintain all necessary temporary connections and distribution lines for each Government-provided utility. The Contractor shall pay the Government for utility use in accordance with applicable Government regulations. Information concerning location of existing outlets may be obtained from the COR. The Contractor shall remove all temporary connections, distribution lines, and associated equipment upon completion of work and return the Government's utility infrastructure and the area to their original condition. If the Contractor desires permanent relocation of utilities, the Contractor shall submit a request for such relocation to the Contracting Officer and provide drawings and other pertinent information to support its request.

C.37.2. Utility Outage Requests. Requests for Government utility outages and Contractor connections shall be made by the Contractor in writing to the COR at least fifteen (15) calendar days in advance of the time required. Each request shall state the system involved, area involved, approximate duration of outage, and nature of work involved.

C.37.3. Telephone Connections. If the Contractor requires telephone connections at the EPF, connections shall be installed by the Contractor at their own expense. The Government may provide the Contractor with access to and use of the Government's existing telecommunications infrastructure on the installation (e.g., wiring, cabling, connections, and similar hardware) so that the Contractor may connect to, install, and integrate the computer and technological capability necessary for the Contractor to operate the EPF. At no time, however, shall the Contractor be allowed to connect to the NIPRNET. If the Contractor requires an expansion of the telecommunications infrastructure that exists as of the contract effective date, then the Contractor shall seek a

local support agreement with the installation. Access to cable and satellite links shall be coordinated with the installation commander and, if applicable, the authorized service provider having a current installation-wide franchise. The Government may allow the Contractor to use wireless equipment in support of EPF operations on the installation, provided that the use of wireless is coordinated with the Contracting Officer and complies with applicable Government regulations. To the extent the Government incurs any additional costs providing telecommunications infrastructure or telecommunication services supporting the Contractor's use of telecommunication infrastructure and services, the Contractor shall reimburse the Government for actual costs incurred consistent with applicable regulations.

**C.38. Changes to Government Control Facilities.** If, at any time during the term of the contract, the Government determines that changes or additions to its control, relay, or communications facilities are necessary to maintain the reliability or control of the Government's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by the Government with all costs or a proportionate share of all costs, as determined by the Government, to be paid by the Contractor. The Government shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, the Government shall have the right, after giving sixty (60) days' written notice to the Contractor, to deduct the estimated costs from the Government's payments to the Contractor.

**C.39. thru C.50. Reserved.**

#### **Subsection IV – General Compliance.**

##### **C.51. Compliance with Laws Generally.**

C.51.1. Applicable Laws. Contractor shall comply, at its sole expense, with all Federal, state, interstate, and local laws which are applicable to the Contractor, the EPF, or the contract.

C.51.2. No Waiver of Federal Supremacy. Nothing in the contract shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity by the Government.

C.51.3. Legislative Jurisdiction. The United States presently exercises concurrent federal legislative jurisdiction over the premises. The Government reserves the right to change the jurisdiction and the Contractor shall have no claim against the Government for the exercise of this reserved right to change jurisdiction.

C.51.4. Enforcement. The Government assumes no enforcement or supervisory responsibility over Contractor personnel, except with respect to matters committed to the jurisdiction and authority of the Contracting Officer and installation commander. The

Contractor shall be responsible for compliance with all applicable laws, and shall pay all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions, and remedial costs related to the Contractor's use and occupation of the premises and operation of the EPF.

C.51.5. Contractor's Right to Contest. The Contractor shall have the right to contest, by appropriate proceedings diligently conducted in good faith, without expense to the Government, the validity or application of any law. The Government shall not be required to join in or assist the Contractor in any such proceedings nor shall it be limited in its right to oppose or otherwise act to restrict any such proceedings.

**C.52. Permits, Licenses, and Approvals.** In addition to the requirements of FAR 52.236-7, *Permits and Responsibilities* and 10 CFR *Nuclear Regulation Commission laws*, the Contractor is responsible for obtaining and maintaining, at no additional cost to the Government, all Federal, state, interstate, and local permits, licenses, and approvals by governmental authority required to perform the contract unless otherwise specifically provided herein.

C.52.1. Reasonable Cooperation. The parties shall reasonably cooperate with each other in order to facilitate obtaining any necessary permit, license, and approval.

C.52.2. Evidence of Permit. Evidence of such a permit, license, and approval shall be provided by the Contractor to the Contracting Officer or the COR before work or activity under such permit, license, or approval commences.

C.52.3. Government Not Party to Permit. The Government will not co-sign or otherwise be identified as a responsible party for any such permit, license, or approval.

C.52.4. Nuclear Power Requirements. Given the complex and special nature of nuclear power, this section will address concerns related specifically to the unique aspects of a nuclear powered EPF as well as the fuel it uses. Small modular nuclear reactors differ significantly from large light-water reactors for which the NRC has developed most of its regulations and guidance. It is the responsibility of the Contractor to work with the NRC to both determine the path for licensing the small modular nuclear reactor as well as executing that path and receiving the license approval. Contractors should refer to the document titled "A Regulatory Review Roadmap for Non-Light Water Reactors" which can be found at the following website address:  
<https://www.nrc.gov/docs/ML1731/ML17312B567.pdf>

C.52.4.1. NRC Regulations. The Contractor shall review and follow all applicable parts of NRC's regulations within Code of Federal Regulations Title 10-Energy, including, but not limited to, those listed here:

- C.52.4.1.1. Part 20: Standards for protection against radiation
- C.52.4.1.2. Part 50: Domestic licensing of production and utilization facility

- C.52.4.1.3. Part 51: Environmental protection regulations for domestic licensing and related regulatory functions
- C.52.4.1.4. Part 52: Licenses, certifications and approvals for nuclear power plants
- C.52.4.1.5. Part 55: Operators' licenses
- C.52.4.1.6. Part 71: Packing and transport of radioactive material
- C.52.4.1.7. Part 73: Physical protection of plants and materials
- C.52.4.1.8. Part 74 Material control and accounting of special nuclear material
- C.52.4.1.9. Part 100: Reactor site criteria

C.52.4.2. Early Site Permit Process. Should the Contractor choose to pursue an Early Site Permit, the Contractor shall refer to and follow the guidelines contained in the "Nuclear Energy Institute Industry Guideline for Effective Pre-Application Interactions With Agencies Other Than NRC During the Early Site Permit Process", which can be found at the following website address:  
<https://www.nrc.gov/docs/ML1302/ML13028A392.pdf>

### **C.53. Taxes and Incentives.**

C.53.1. No Guarantee of Tax Incentives or Benefits. The Government does not represent, warrant, or guarantee that the contract will result in any tax benefit or eligibility for government or private incentives, rebates, or credits. The Government does not represent or guarantee that the contract will be treated in any particular manner under generally accepted accounting principles (GAAP), accounting standards, or the Treasury Regulations.

C.53.2. Reasonable Cooperation. The Government will reasonably cooperate with the Contractor in the Contractor's efforts to obtain any incentives, rebates, or credits (including incentive tax credits, or other tax benefits or grants in lieu thereof) currently available or subsequently made available in connection with the EPF. The Government agrees that tax credits, tax benefits, depreciation, or similar financial benefits or incentives shall remain with the Contractor.

### **C.54. Environmental Attributes.**

C.54.1. Ownership of Carbon Offsets. The Government shall own and retain the rights to the carbon offsets generated by the EPF. The Contractor shall provide an annual attestation to the amount of generation of the carbon offsets based on the EPF annual production that has been purchased by the Government and relinquishes any and all rights to further claim the carbon offsets. The attestation shall be provided to the Government on or before thirty (30) days after the end of the production year.

C.54.2. Reserve.

C.54.3. Reserve.

**C.55. Damage or Emergency at the EPF.**

C.55.1. Emergency Point of Contact. The Contractor and the installation shall each establish an emergency point of contact (name and phone number) for use by the other party during the contract term. Changes to either party's point of contact information shall promptly be reported, in writing, to the Contracting Officer, the COR, and to the Contractor's point of contact.

C.55.2. Prompt Notification by Contractor. The Contractor shall promptly notify the COR if it becomes aware of any damage to or loss of the use of the EPF or of circumstances that could reasonably be expected to adversely affect the EPF. The Contractor shall immediately notify the COR if it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the EPF, or the premises.

C.55.3. Prompt Notification by Government. The Government shall promptly notify the Contractor if it becomes aware of any damage to or loss of the use of the EPF or other circumstances reasonably expected to adversely affect the EPF.

C.55.4. Immediate Repairs by Contractor. In the event that the EPF is damaged or no longer usable or otherwise adversely affected or there is an imminent risk to human health, the environment, the EPF, or the premises, the Contractor shall immediately dispatch the appropriate personnel to perform the necessary repairs or corrective action in an expeditious and safe manner. Initial telephone response by the Contractor to a repair call message shall be within two (2) hours.

C.55.5. Government Performance in Lieu of Contractor. In the event the Contractor fails to respond as required by the contract or in the event of an imminent risk (as described in subparagraph C.55.2., *Prompt Notification by Contractor*), the Government may incur expenses to perform emergency repairs or corrective action to the Contractor-installed equipment as well as Government equipment for which the Contractor assumed maintenance and repair responsibilities. The Contractor shall indemnify and hold the Government harmless in such cases where the Contractor fails to respond as required by the contract. The Contractor shall promptly reimburse the Government for any and all costs incurred by the Government in its response after receipt by the Contractor from the Government of invoice and supporting documentation. If the Contractor fails to reimburse the Government for said costs, the Government shall have the right, after giving sixty (60) days written notice to the Contractor, to deduct the estimated costs from the Government's contract payments to Contractor.

**C.56. Modification of the Government Facilities.** The Government reserves the right, at any time, to modify its facilities. The Government shall keep the Contractor informed of all planned modifications to the Government facilities which may have an effect upon the EPF. The Government shall permit the Contractor to change or modify

its facilities, in a manner satisfactory to and at no cost or expense to the Government, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, the Government shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to the Government. The Contractor and the Government shall modify the contract, as necessary, to conform to the new facilities arrangements.

**C.57. thru C.70. Reserved.**

**Subsection V – Health and Safety.**

**C.71. Health and Safety.**

C.71.1. Compliance with Health and Safety Laws. In addition to the requirements of FAR 52.236-13, *Accident Prevention*, the Contractor shall comply with all building and construction codes and applicable laws pertaining to the health and safety of persons and real and personal property.

C.71.2. Compliance with Health and Safety Standards. The Contractor shall comply with the most current version of all health and safety standards applicable to the work to be performed including—

C.71.2.1. 29 C.F.R. 1904, *Recording and Reporting Occupational Injuries and Illnesses*;

C.71.2.2. ANSI;

C.71.2.3. American Society Of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE);

C.71.2.4. NEC;

C.71.2.5. National Electrical Safety Code (NESC);

C.71.2.6. NFPA Standards;

C.71.2.7. UL;

C.71.2.8. Uniform Building Code (UBC); and

C.71.2.9 10 C.F.R. – NRC regulations

C.71.3. Compliance with UFGS. The Contractor shall follow the following UFGS:

C.71.3.1. Section 26 00 00.00 20, Basic Electrical Materials and Methods  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2026%2000%2000.00%2020.pdf>.

C.71.3.2. Section 26 05 00.00 40, Common Work Results for Electrical  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2026%2005%2000.00%2040.pdf>.

C.71.3.3. Section 26 05 71.00 40, Low Voltage Overcurrent Protective Devices  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2026%2005%2071.00%2040.pdf>.

C.71.3.4. Section 26 05 70.00 40, High Voltage Overcurrent Protective Devices  
<http://www.wbdg.org/ccb/dod/ufgs/ufgs%2026%2005%2070.00%2040.pdf>.

C.71.4. Compliance with Additional Requirements. The Contractor shall comply with any additional specific health and safety requirements that the Government may identify as necessary to protect the health and safety of workers working on the EPF. The Government will not provide safety equipment to the Contractor. The Government has the right and authority, at no additional cost to itself, to review, inspect, and if need be stop work if it identifies that the EPF is not being constructed, operated, or maintained in a safe manner. In having this authority, the Government does not assume any responsibility for the safety of the Contractor's work or Contractor personnel but acts solely to ensure the general safety and well-being of activities on and the mission of the installation.

C.71.5. Stopping Work for Failure to Comply. Quality control is the responsibility of the Contractor. In the event the Contractor fails to comply with any applicable health and safety requirements contained in the contract, the Contracting Officer may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the requirement at issue. The Contractor shall make no claim for compensation or damages resulting from such work stoppage. The Contractor's refusal or failure to abate violations or deficiencies is not an excusable delay.

C.71.6. Reporting Accidents. The Contractor shall maintain an accurate record of accidents resulting in traumatic injury or death and accidents resulting in damage to Government property, supplies, and equipment. The Contractor shall report accidents to the Contracting Officer and COR in writing within twenty-four (24) hours of occurrence, except in the case of death, which shall be reported immediately.

**C.72. Cleaning Up.** The Contractor shall at all times keep the work area and premises, including storage areas, free from accumulations of waste materials. Before completing the construction work of installing the EPF, the Contractor shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the construction work, the

Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

### **C.73. Fire Prevention and Explosives Safety.**

C.73.1. Fire Prevention Training. Contractor personnel operating critical equipment shall be trained by the Contractor to respond properly during a fire alarm or fire on the premises in accordance with the installation's fire prevention procedures, rules, or regulations.

C.73.2. Fire Prevention Permits. The Contractor shall obtain, in advance, any fire prevention permits, such as welding permits, required by the installation. Prior to performing "hot work" (welding, cutting, etc.) or operating other flame-producing or spark producing devices, the Contractor shall submit a request for and obtain a written permit from the installation fire department for such work which permit may include specific safety performance requirements. The Contractor shall provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "hot work". All Contractor-provided extinguishers shall have a current inspection tag, approved safety pin, and tamper resistant seal. The Contractor must also have a designated Fire Watch for any "hot work" done on the installation. The Fire Watch shall be trained by the Contractor in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified in the hot work permit.

C.73.3. Explosives Safety. The Contractor must obtain a permit from the installation explosives safety office for work in and around locations where explosives are processed, stored, or handled.

**C.74. Sanitation.** Adequate sanitary conveniences of a type approved for the use of persons employed in construction shall be installed, properly secluded from public observation, and maintained by the Contractor during construction, and if necessary, through the contract term. These conveniences shall be maintained by the Contractor at all times without nuisance. The conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance upon completion of the construction, or at the expiration or earlier termination of the contract term.

### **C.75. Construction and Safety Procedures.**

C.75.1. Electrical Hazards Acknowledgement. The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. In addition to the safety program required herein, upon request of the Government, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the Government.

C.75.2. Safety Plans. The Contractor shall familiarize itself and Contractor personnel with the location and character of all the transmission facilities of the Government and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to the Government which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor until this plan is approved and written authorization to proceed is obtained from the Contracting Officer.

C.75.3. Contractor Supervision. At all times when the Contractor is performing activities of any type pursuant to the contract, such activities shall be under the supervision of Contractor personnel who are qualified to perform the duties assigned to them and who are authorized to represent the Contractor in all matters pertaining to the activity being performed.

C.75.4. Cleanup of Premises. Upon completion of its work, the Contractor shall remove from the premises all rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by the Government at the expense of the Contractor.

C.75.5. Failure to Comply. In the event the Contractor fails to comply with any requirement of paragraph C.75., *Construction and Safety Procedures*, the Government may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. Neither the Contractor nor any Contractor personnel shall make a claim for compensation or damages resulting from such work stoppage.

**C.76. thru C.90. Reserved.**

## **Subsection VI – Environmental Matters.**

**C.91. Protection of Natural and Cultural Resources.** The Contractor shall preserve the natural and cultural resources within the premises and confine construction activities to within the limits of the work area indicated or specified in the outgrant and approved plans.

C.91.1. Surface Disturbance. The Contractor shall minimize the disturbance of soils and native vegetation. When the vegetation is removed, the Contractor shall plan and conduct earthwork to minimize the duration of exposure of unprotected soils. The use of water trucks, silt fences, and straw bales, and the installation of gravel roads by the Contractor may be needed to prevent dust and erosion.

C.91.2. Cultural Items.

C.91.2.1. Protection. The Contractor shall carefully protect in-place and report immediately to the Contracting Officer and the COR any discovery of historical, archeological, architectural, or other cultural artifacts, relics, remains (including human remains), or objects of antiquity that are found on the premises. If such items are discovered, the Contractor shall stop work in the immediate area of the discovery and protect the site and the items from further disturbance until directed by the Contracting Officer that work may resume. The Contracting Officer will, at a minimum, direct that the procedures to be followed in managing such historical or archaeological items are those in 36 C.F.R. 800.13, *Post-review discoveries*, and the installation ICRMP.

C.91.2.2. Control and Title. The Government retains control over and title to historical and archaeological resources.

**C.92. Disposal of Waste.** All Contractor-generated waste, both solid waste and hazardous waste, from the construction, operation, maintenance, and demolition of the EPF shall be treated or disposed of by the Contractor off of the installation at no additional expense to the Government.

**C.93. Environmental Protection.** The EPF and all equipment and materials associated with it shall be constructed, operated, maintained, replaced, transported, removed, and disposed of subject to compliance by the Contractor with all applicable environmental and safety requirements.

C.93.1. Environmental Compliance. The Government's rights under the contract specifically include the right of Government officials to inspect the EPF, upon reasonable notice to the Contractor, for compliance with applicable environmental and safety requirements, whether or not the Government is responsible for enforcing such requirements. Such inspections are without prejudice to the authority of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Contractor and to appropriate regulatory agencies, as required by applicable environmental and safety requirements.

C.93.2. Notices. The Contractor shall immediately notify the Government in writing of (a) any enforcement, cleanup, removal, or other action instituted, completed, or threatened by governmental authority pursuant to any applicable environmental and safety requirements; (b) any claim made or threatened by any person against the Government, Contractor, or the premises arising out of the release or presence of materials regulated under environmental and safety laws; and (c) any Contractor reports made to any Federal, state, interstate, or local governmental authority arising out of any materials regulated under environmental and safety laws. The Contractor shall provide the Government with written notice of violations of applicable environmental and safety requirements that the Contractor has received or that other persons have alleged in writing to be applicable to the EPF promptly after the Contractor receives or becomes aware of such notice or allegation. The Contractor shall provide the Government with copies of all non-routine correspondence with governmental authority related to enforcement actions or notices of violations affecting the EPF promptly after receipt.

C.93.3. Permit Reviews. The Government shall have the right to review and comment on applications for permits, licenses, and approvals required under applicable environmental and safety requirements prior to submission to governmental authority. Where practicable, the Contractor shall provide the Government with not less than thirty (30) days advance written notice of and an opportunity to jointly participate in meetings, including permit application meetings, with governmental authority that relate to the EPF.

C.93.4. Specific Environmental Matters. Without limiting any other obligations under the contract, the Contractor shall comply with the following specific requirements while performing the contract work on the installation:

C.93.4.1. Toxic or Hazardous Materials on the Installation. The Contractor shall not treat or dispose of any toxic or hazardous material on the installation. The Contractor is permitted to store for reasonable periods of time and use hazardous materials on the premises in accordance with NRC regulations for the sole purposes of construction and operation of the EPF. Any other storage, treatment, or disposal of toxic or hazardous materials on the premises shall require the advance written approval of the Government in accordance with 10 U.S.C. § 2692.

C.93.4.2. Hazardous Waste Accumulation. The Contractor shall provide, at its own expense, such hazardous waste accumulation points pursuant to the SWDA as it may need for the temporary accumulation of hazardous wastes prior to disposal of such wastes. The Contractor shall not use Government accumulation points for hazardous wastes or other wastes and the Contractor shall not permit its hazardous waste to be commingled with hazardous wastes of the Government. The Contractor shall maintain and make available to the Government upon request all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste.

C.93.4.3. Notice of Release of Regulated Materials. If the Contractor becomes aware, or has reasonable cause to believe, that materials regulated under environmental and safety laws have been released or have otherwise come to be located on or beneath the premises in amounts greater than either reportable quantities or a level requiring response or remedial action under applicable environmental and safety requirements, the Contractor shall immediately give written notice of that situation to the Contracting Officer.

C.93.4.4. Response Action Limitations. The Contractor shall not perform any response, removal, remedial, or restoration actions on the premises relating to releases of materials regulated under environmental and safety laws without the prior written consent of the Government, except that such prior written consent shall not be required to the extent that (a) any response, removal, remedial, or restoration action affects only the Contractor improvements, (b) any response, removal, remedial, or restoration action is required by any governmental authority, or (c) prompt action is required to abate an

imminent and substantial threat to human health, safety, and the environment, and the Government has been notified, as soon as practicable after the Contractor has learned of the need for such action, of the Contractor's intent to take such actions.

C.93.4.5. USTs and ASTs. The Contractor shall not operate, install, modify, remove, place, or cause to be placed on the premises a UST or an AST without the prior written approval of the Government. In the event the Contractor, with the prior approval of the Government, undertakes the closure or removal of a UST or an AST, the Contractor shall comply with the closure and removal requirements in applicable environmental and safety requirements. If the Contractor, with the prior approval of the Government, undertakes any action to close or remove a UST or an AST that was located on the premises on or before the contract effective date, then the Contractor shall not assume any obligations or liabilities pursuant to applicable environmental and safety requirements with respect to such a UST, AST, or associated pipelines, or for any condition relating to or arising from such a UST, AST, or associated pipelines, except to the extent the Contractor's negligence or willful misconduct creates such obligation or liability. If the Contractor encounters soils or groundwater that are suspected to be contaminated by petroleum or other compounds released from a former UST, AST, or associated pipelines, the Contractor shall immediately cease activities in the affected area, stockpile and cover any exposed soils, and promptly notify the Government.

C.93.4.6. Pesticide Residue. The Contractor acknowledges that the surface soil on the land may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the premises. The Contractor shall manage all such soil on the land in accordance with applicable environmental and safety requirements. Without limiting the foregoing, the Contractor acknowledges that organochlorine chemical insecticides may have been applied in the normal course of maintaining the premises and may be present in soil under or in the area immediately surrounding some building foundations on the premises and that such soil must be tested and evaluated for organochlorine chemical insecticides before excavation occurs. The Contractor shall be responsible, at its sole cost and expense, for any testing or evaluation of organochlorine chemical insecticides required by governmental authority. To the extent that environmental testing detects organochlorine chemical insecticides on any portion of the premises, the Contractor shall, at its sole expense, manage such organochlorine in place to the fullest extent permitted under applicable environmental and safety requirements, provided that the Contractor may remove contaminated soil as permitted under applicable environmental and safety requirements if the Government consents.

C.93.4.7. LBP. The Contractor acknowledges that LBP may be present on exterior and interior surfaces of facilities on the premises or in the soil. The Contractor shall be responsible at its sole expense for the management, maintenance, removal, and disposal of all LBP in or on the premises in compliance with applicable environmental and safety requirements. Without limiting the foregoing, the Contractor agrees that it is responsible at its sole cost and expense for complying with the requirements of the

Residential Lead Based Paint Hazard Reduction Act (42 U.S.C. §§ 4851-4856), if applicable.

C.93.4.8. Wastewater. The Contractor shall ensure that its activities comply with all applicable wastewater discharge permit standards for the premises. The Contractor shall not discharge wastewater under the authority of any permit issued to the installation. The Contractor shall make no use of any septic tank installed on the installation.

C.93.4.9. Spill Plan. When required under applicable environmental and safety requirements, the Contractor shall have a plan (“spill plan”) for preventing and responding to spills or releases of materials regulated under environmental and safety laws. The spill plan shall be updated by the Contractor as necessary to comply with changes in site conditions. Both the original spill plan and any updates must be approved in advance of implementation by the Government and all agencies having regulatory jurisdiction over such plan. The spill plan shall be independent of Government spill prevention and response plans. Except as provided in the emergency services plan, if applicable, the Contractor shall not rely on use of installation personnel or equipment in the execution of its spill plan. Should the Government provide any personnel or equipment for spill containment or otherwise on request of the Contractor, or because the Contractor was not, in the Government’s opinion, conducting timely spill response actions, the Contractor agrees to reimburse the Government for the Government’s costs.

C.93.4.10. ACM. The Contractor acknowledges that the premises may contain buildings, facilities, equipment, pipelines, and other improvements, above and below ground, that contain ACM. The Contractor shall use due care during its property development activities that may uncover pipelines or other buried ACM, including ensuring that Contractor personnel involved in soil disturbing activities are trained to visually identify ACM in soil or on buried utility lines. Prior to any demolition, renovation, maintenance, repair, or construction that may disturb ACM, the Contractor shall inquire whether the Government has records of the location, type, quantity, and characteristics of ACM in any improvements. If the Government does not have or is not aware of adequate records to substantiate the status or presence of ACM, the Contractor shall obtain the necessary confirmatory samples and obtain analysis by a laboratory certified by the state for the analysis of bulk materials for asbestos. The Contractor shall be responsible for removal and disposal of all ACM on the premises that, due to the Contractor’s actions, become subject to regulatory abatement, removal, or disposal requirements in accordance with applicable environmental and safety requirements and shall have an asbestos management plan identifying the proposed disposal site for ACM, which site may not exist on the installation. The Government shall have no liability for property damages, personal injury, illness, disability, or death to the Contractor or any other person arising from the purchase, transportation, removal, handling, use, disposition, or other activity by the Contractor causing or leading to contact with ACM on or from the premises.

C.93.4.11. Pesticides. Before storing, mixing, or applying any pesticide, the Contractor shall prepare a plan for storage, mixing, and application of pesticides (“pesticide management plan”). The pesticide management plan shall comply with applicable environmental and safety requirements. The Contractor shall store, mix, and apply all pesticides on or around the premises in strict compliance with the pesticide management plan. Pesticides shall be applied only by a licensed applicator.

C.93.4.12. Radioactive Materials. At least sixty (60) days prior to the entry of such materials or equipment upon the installation, the Contractor shall notify the Government if, on the premises, it intends to possess, store, or use any “licensed or licensable source or by-product materials,” as those terms are defined under the AEA, and its implementing regulations, any radium, or any equipment producing ionizing radiation that is subject to specific licensing requirements or other individual regulations. The Government may impose such requirements, including prohibition of possession, use, or storage on the installation, as it deems necessary to adequately protect human health and the environment on the installation. The Contractor need not make the above notification to the Government for source and by-product material that is exempt from regulation under the AEA. The Contractor shall follow all applicable provisions within 10 CFR 71, Packaging and Transport of Radioactive Material.

C.93.5. Environmental Planning. The EPF is subject to applicable environmental and safety requirements with respect to environmental analyses, consultation, and coordination and the protection of natural and cultural resources, and Executive Orders 11990, *Protection of Wetlands*, 11988, *Floodplain Management*, and 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*. The Contractor shall ensure any such required planning is performed.

C.93.6. INRMP and ICRMP. The Contractor shall comply with the installation’s INRMP and ICRMP. The Government shall provide the Contractor a reasonable opportunity to review and comment on any proposed revisions to such plans that may affect the premises.

C.93.7. Water Conservation. The Contractor shall comply with the installation’s water conservation policy.

#### **C.94. Government Remedial Actions.**

C.94.1. IRP. On or before the contract effective date, the Government shall provide the Contractor access to the IRP records for the installation, if any, and thereafter shall provide to the Contractor a copy of any amendments to or restatements of the IRP records affecting the premises. The Contractor acknowledges that response actions to be undertaken with respect to the IRP may affect the Contractor’s quiet use and enjoyment of the premises. The Contractor agrees that, notwithstanding any other provision of the contract, the Government shall have no liability to the Contractor should implementation of the IRP or other toxic or hazardous material cleanup requirements, whether imposed

by governmental authority or the DoD, interfere with the Contractor's use of the premises. Neither the Contractor nor Contractor personnel shall have any claim against the United States or its employees, officers, and contractors on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under the contract or otherwise.

C.94.2. Entry to the Premises. The Government and its employees, officers, and contractors shall have the right, upon reasonable notice to the Contractor, to enter upon the premises for the following purposes:

C.94.2.1. To conduct investigations and surveys, including drilling, soil and water samplings, test-pitting, soil borings, and other activities related to the IRP;

C.94.2.2. To inspect field activities of the Government and its contractors in implementing the IRP;

C.94.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions on the premises or to verify any data submitted by the Government to the EPA or the state; and

C.94.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including monitoring wells, pumping wells, and treatment facilities.

C.94.3. Prior Coordination. The Government shall, to the extent practicable, coordinate any inspection, survey, investigation, or other response or remedial actions on the premises with the Contractor. The Government shall conduct activities under paragraph C.94., *Government Remedial Actions*, in a manner that is as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Contractor's quiet use and enjoyment of the premises arising as the result of such wells and treatment facilities. The Government shall avoid damaging the Contractor's property in its exercise of the rights in paragraph C.94.

C.94.4. Contractor Cooperation. The Contractor shall comply with any health or safety plan in effect under the IRP (to the extent the Contractor has received notice thereof), and any remediation or response agreement between the Government and governmental authority (to the extent the Contractor receives notice thereof, if the agreement is not of public record) during the course of any Government response or remedial actions. The Contractor shall cooperate and take all reasonable actions to mitigate Government costs and the impact on the Contractor of Government response actions.

**C.95. thru C.110. Reserved.**

**Subsection VII – Miscellaneous.**

**C.111. Temporary Storage Space During Installation or Removal.** The Contractor may request a lay down area to store materials or locate a temporary office trailer. The Contracting Officer will determine if such space is available and, if there is a determination of availability, may grant its use. Any lay down area must be on the premises and within the associated easements. No additional lay down area will be provided within the installation boundaries.**C.112. Reserved.**

**C.113. thru C.120. Reserved.**

## **Subsection VIII – Liability and Insurance.**

### **C.121. Liability.**

C.121.1. General Release of Liability. The Contractor releases, remits, and forever discharges the Government and its officers, employees, and contractors from any and all causes of action, judgments, expenses, liabilities, damages, claims, fines, penalties, and charges of whatever kind or nature, including attorney fees and court costs, whether at law or in equity, tortious, contractual, or other, that may arise as a result of, or in connection with, the activities of the Contractor and Contractor personnel under the contract. A claim under paragraph C.121., *Liability*, includes a claim for environmental response, remediation, or other costs resulting in any way from releases, discharges, emissions, spills, storage, handling, or disposal of materials regulated under environmental and safety laws. However, nothing herein shall be interpreted to abrogate the Contractor’s right to submit an otherwise cognizable contract claim under the contract.

C.121.2. Indemnification, Defend, and Hold Harmless. The Contractor shall indemnify, defend, and hold harmless the Government and its officers, employees, and contractors against any and all causes of action, judgments, expenses, liabilities, damages, claims, fines, penalties, and charges of whatever kind or nature, including attorney fees and court costs, whether at law or in equity, tortious, contractual, or other, that may arise as a result of, or in connection with, the activities of the Contractor and Contractor personnel under the contract.

C.121.3. Definition. For purposes of paragraph C.121., *Liability*, Government “officers, employees, and contractors” includes members of the armed forces and Government contractors other than the Contractor and its contractors and subcontractors of any degree.

C.121.4. Survival. The provisions of paragraph C.121., *Liability*, shall survive the expiration or earlier termination of the contract.

**C.122. Contractor’s Insurance.** In addition to and in furtherance of FAR 52.228-5, *Insurance—Work on a Government Installation*, the Contractor shall, at its sole cost and expense, procure and maintain during the contract term the insurance required below. All

insurance policies shall list the Government as an additional insured or named insured as indicated.

C.122.1. Price-Anderson Act Nuclear Industries Indemnity Insurance Requirements. The Contractor is required by the Act to obtain the maximum amount of insurance against nuclear related incidents which are established in accordance with a formula in 10 CFR 140.12 and designed to take into account the size of the nuclear reactor and the population in a reasonably sized area around the reactor. The Contractor shall provide an estimated amount of financial insurance based on the formula provided for in 10 CFR 140.12, up to a maximum of \$74,000,000.00:

where  $x$  = Amount of financial protection in dollars  
 $B$  = Base amount of financial protection  
 $P$  = Population factor  
 $mpl$  = maximum power level in thermal kilowatts  
 $r$  = radius in miles

$$x = B \times P \tag{1}$$

$$B = \$185 \times mpl \tag{2}$$

$$r = \sqrt{\frac{mpl}{1000}} \tag{3}$$

C.122.1.1 Standard Insurance Requirements. The insurance requirements set forth in Table 6—*Mandatory Minimum Insurance Coverage* are independent of, and in addition to, the Contractor’s indemnification and other obligations under the contract and shall not be construed to restrict, limit, or modify such obligations.

<b>Table 6—Mandatory Minimum Insurance Coverage</b>		
<b>Insurance</b>	<b>Coverages</b>	<b>Other requirements</b>
Worker’s compensation	At least state statutory limits (if state has no statutory limit, then a minimum limit of \$1,000,000).	1. Waiver of subrogation in favor of the Government. 2. No “alternative” forms of coverage permitted without Government approval.

Employers' liability	At least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by occupational disease.	<ol style="list-style-type: none"> <li>1. Waiver of subrogation in favor of the Government.</li> <li>2. The Government shall be named as an additional insured.</li> </ol>
General liability	\$2,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate limit, \$2,000,000 personal and advertising injury, \$100,000 damage to rented premises, \$10,000 medical expense limit.	<ol style="list-style-type: none"> <li>1. Coverage shall be written on a "per occurrence" insurance form.</li> <li>2. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability.</li> <li>3. Coverage shall be primary and non-contributory.</li> <li>4. The Government shall be named as an additional insured.</li> <li>5. Separation of insured language shall not be modified.</li> <li>6. Waiver of subrogation in favor of the Government.</li> <li>7. General aggregate and products/completed operations aggregate limits apply on a "per location" basis.</li> <li>8. No exclusion of liability assumed under contract.</li> </ol>
Business automobile liability	At least \$1,000,000 combined single limit per accident.	<ol style="list-style-type: none"> <li>1. The Government shall be named as an additional insured.</li> <li>2. Waiver of subrogation in favor of the Government.</li> <li>3. Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of the Contractor's owned, hired, and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</li> </ol>
Excess/umbrella liability insurance	\$2,000,000 minimum limit per occurrence.	<ol style="list-style-type: none"> <li>1. Coverage shall be written on an "occurrence" insurance form.</li> <li>2. The Government shall be named as an additional insured.</li> <li>3. Waiver of subrogation in favor of the Government.</li> </ol>

		4. Coverage shall apply to excess claims to employers' liability, general liability, automobile liability, and, errors & omissions liability and environmental impairment/pollution legal liability insurance coverages.
Property	Full replacement cost value of Contractor improvements.	<ol style="list-style-type: none"> <li>1. Coverage shall be for special ("all-risks") perils or causes of loss.</li> <li>2. Coverage shall be for the Contractor's business personal property, improvements and betterments, equipment and tools.</li> <li>3. No coinsurance.</li> <li>4. The Government shall be named as an additional insured and loss payee.</li> <li>5. Waiver of subrogation in favor of the Government.</li> <li>6. Ordinance and law coverage.</li> </ol>
Property - business income and extra expense	<p>Extra expense (including all ongoing expenses) of not less than six (6) months.</p> <p>Business income (including rental value) coverage for not less than one year of the gross income.</p>	<ol style="list-style-type: none"> <li>1. Actual loss sustained valuation coverage.</li> <li>2. Extended period of indemnity of at least one hundred eighty (180) days.</li> <li>3. The Government shall be named as an additional insured and loss payee.</li> <li>4. Waiver of subrogation in favor of the Government.</li> <li>5. Coverage of losses arising from interruption of utilities outside any premises.</li> </ol>

C.122.2. Other Insurance. The Contractor shall procure and maintain the following commercial insurance coverages (with the Government named as an additional insured in each instance), unless the Contracting Officer determines the coverage to be unnecessary or financially undesirable:

C.122.2.1. Builder's Risk Insurance. For any demolition, renovation, or construction of improvements on the premises, the Contractor shall procure and maintain until completion of the project commercial builder's risk insurance with limits of coverage equal to the full replacement cost of the completed project.

C.122.2.2. Crime Insurance. Commercial crime insurance or a fidelity bond for limits adequate to protect the Contractor if each respective exposure exists.

C.122.2.3. Environmental or Pollution Insurance. Commercial environmental or pollution legal liability insurance, including coverage for mold when available for limits adequate to protect the Contractor if each respective exposure exists.

C.122.2.4. USD and AST Insurance. Commercial underground and aboveground storage tank liability insurance for limits adequate to protect the Contractor if each respective exposure exists.

C.122.2.5. Flood and Earthquake Insurance. If the project is determined to be in a five hundred (500)-year floodplain or earthquake zone, flood and earthquake coverage for such limit and deductible as are commercially available.

C.122.2.6. Terrorism Insurance. Terrorism insurance with limits and deductibles if commercially available at reasonable rates.

C.122.3. General Requirements for Insurance. For all insurance coverage required by the contract, the following requirements shall apply:

C.122.3.1. Minimum Liability Insurance Review. The minimum amount of liability insurance coverage required under the contract is subject to reasonable review by the Government every five (5) years or upon modification of the contract. If the amount of the Contractor's liability insurance is reasonably comparable to the liability coverage generally carried by other owners of projects similar to the EPF, then such insurance shall be deemed acceptable to the Government.

C.122.3.2. Insurance Company Ratings. All insurance policies required under paragraph C.122., *Contractor's Insurance*, shall be issued by insurance companies having a rating by A.M. Best's Key Rating Guide of not less than "A-/VIII."

C.122.3.3. Cancellation/Reduction/Change Effective Date. Each policy shall provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Government of written notice thereof.

C.122.3.4. Reduction in Aggregate Limits. If any aggregate limit is reduced, because of losses paid, to below seventy-five percent (75%) of the limit required under paragraph C.122., *Contractor's Insurance*, the Contractor shall notify the Government within ten (10) business days after the date such reduction occurs.

C.122.3.5. Deductible Limitation. No policy shall contain a deductible or self-insured retention in excess of \$10,000 without the Government's prior written approval.

C.122.3.6. Satisfaction of Government. Each policy and any required endorsements shall be reasonably satisfactory to the Government in all other respects.

C.122.3.7. Acord Forms Delivery. On or before the contract effective date, the Contractor shall deliver an Acord Form 25 certificate of insurance for all commercial general liability, worker's compensation, and employer's liability policies required under the contract. The Contractor shall deliver Acord Form 27 for property and business income insurance. The Contractor shall deliver new certificates at least thirty (30) days before the expiration date of current policies. Copies of endorsements required under paragraph C.122., *Contractor's Insurance*, shall be attached to certificates delivered to the Government. If requested by the Government, the Contractor shall deliver a certified copy of any insurance policy required under paragraph C.122. If the forms of policies, endorsements, certifications, or other evidence of insurance required under paragraph C.122 are superseded or no longer available, the Government shall have the right to require other equivalent forms.

**Section D – RESERVED**

## **Section E – Inspection and Acceptance.**

### **E.1. Destination.**

E.1.1. Quality Control for EPF. The Contractor is responsible for the quality control related to the installation of the EPF on the premises, including all integration and interconnection work on installation infrastructure and with Golden Valley Electric Association, respectively. The Government may, but is not obligated to, inspect the EPF to ascertain quality assurance and to ensure that the EPF is being engineered and constructed in a safe manner.

E.1.2. Inspection of Materials and Work. The Government shall have the right to inspect the materials and work furnished by the Contractor pursuant to the contract. Such inspections shall be during normal working hours at the work site. Any materials or work that the Government determines is defective or otherwise not in accordance with designs, drawings, and specifications, as approved by the Government, shall be replaced or modified, as directed by the Government, at the sole expense of the Contractor before the new facilities are energized or connected to the Government's system.

### **E.2. System Acceptance.**

E.2.1. System Acceptance Testing. The Contractor shall conduct testing of the EPF in accordance with such methods, acts, guidelines, standards, and criteria reasonably accepted or followed by the nuclear industry and NRC and approved in advance by the Contracting Officer. The Contractor must conduct pre-operational tests through the nuclear licensing process found in 10 CFR Part 50 or as required by the NRC. After the facility is constructed, the Contractor conducts testing of the EPF to ensure integrity of the EPF, and to verify safety of function as designed, which is approved by the NRC. The Contractor shall notify the Government not less than five (5) business days prior to the anticipated date of the pre-operational testing. The Government shall have the right to be present at and observe any tests performed on the EPF during this period. A system acceptance test plan shall include, at a minimum:

#### Steam System Testing:

- Pre-operational start-up testing
- QA/QC of system construction
- Equipment functional testing (valves, compressors, etc.)
- Pressure testing of piping, equipment, and boilers (typically 130% of design pressure)
- Temporary steam supply to system
- Steam turbine testing (depending on design)

#### Electrical Component Testing:

- QA/QC of Power Conversion System construction
- Equipment functional testing (Breakers, relays, transformers, etc.)
- Turbine generator testing

- Steady state and transient power quality testing (both grid-connected and islanded)
- Thermal imaging of electrical connections (both grid-connected and islanded)
- Functionality testing of electrical switching (both grid-connected and islanded)

Nuclear Testing:

- QA/QC of system construction
- Equipment functional testing (valves, pumps, misc. components, etc.)
- Primary system hydrostatic pressure testing (Typically 130% of design pressure)
- Coolant circulation testing
- Safety system testing
- Initial fuel loading and verification of core geometry
- Initial criticality testing
- Power range operational testing

Integrated Systems Testing:

- Ensure interoperability of microreactor and other system components providing electricity and steam to the installation

E.2.1.1. Notice of Test Results. The Contractor shall provide the written test results to the Contracting Officer for review. A copy of the license issued by the NRC and the associated technical specifications and environmental protection plan shall be provided to the Contracting Officer. The Contractor shall also provide written approval for interconnected operation by the UDC. The Contractor shall send a completion notice to the Contracting Officer, which shall specify the date when the EPF achieved both of the foregoing conditions.

E.2.1.2. Acceptance of Test Results. The Government shall have thirty (30) business days after receipt of the completion notice to review the system acceptance testing results and verify that the EPF has received licensure from the NRC and that the requirements in subparagraph E.2.1., *System Acceptance Testing*, have been met. If the system acceptance testing requirements are met, the Contracting Officer will provide to the Contractor a written acceptance of the Contractor's completion notice within that thirty (30) day period. If the Contracting Officer does not provide either a written acceptance of the completion notice or a rejection notice within such thirty (30) business days, then the Government shall be deemed to have accepted the Contractor's completion notice and system acceptance testing.

E.2.1.3. Rejection of Test Results. If any of the requirements of subparagraph E.2.1., *System Acceptance Testing*, are not met, the Contracting Officer shall provide the Contractor with a detailed notice of such failure (a "rejection notice")

within thirty (30) business days of receiving the completion notice. The Contractor shall promptly remedy the specified failure and conduct new system acceptance testing. After each such event, the Contractor shall send a new completion notice to the Government with a copy of the results of the new system acceptance testing and the foregoing procedures shall be repeated until either the completion notice is accepted by the Government or the Government exercises its right to terminate for default pursuant to the contract.

E.2.2. Commencement of Payments. Acceptance of the EPF by the Government constitutes the COD, the start of the post-acceptance performance period, and commencement of payments. Government acceptance and the COD occur when the following are completed:

E.2.2.1. Written acceptance by the Contracting Officer of the completion notice or failure of the Contracting Officer to reject such notice within the allotted ten (10) business days;

E.2.2.2. Submission to and acceptance by the Contracting Officer of the following additional contract requirements prior to completion notice acceptance:

E.2.2.2.1. Operations work procedures;

E.2.2.2.2. CROMP and any applicable procedures manual including equipment documentation, preventative maintenance work procedures, schedule, renewals and replacements, manuals, and spare parts lists; and

E.2.2.2.3. Operator training requirements and verification of specific warranty information on the products used in the EPF.

E.2.3. As-Built Drawings Submission. The Contractor shall submit as-built record drawings of the EPF within ninety (90) days after the COD.

**E.3. Partial Acceptance.** The Contractor may request partial system acceptance, in accordance with the above procedures, prior to completion of the entire system. However, the Government is not under any obligation to accept partial acceptance of the system. If the Contracting Officer accepts a part of the EPF as complete, the COD will only begin upon the Contracting Officer accepting the entire EPF as complete.

## Section F – Deliveries and Performance.

### F.1. Contract Term and Place of Performance.

F.1.1. Contract Term. The contract term shall commence on the contract effective date and expire on \_\_\_\_TBD\_\_\_\_\_, 20\_\_ (the “expiration date”), unless terminated earlier pursuant to the provisions of the contract. The contract period includes a construction period, an energy production and delivery period, and a facility removal period.

F.1.2. Place of Delivery and Performance. The place of delivery and performance for any supplies to be provided and services to be performed hereunder is the installation. The EPF shall be located on the premises.

### F.2. Contract Performance Deliverables Other Than an EPF and Energy.

F.2.1. Form of Submission. Unless the nature of the deliverable requires physical delivery, the Contractor shall submit the deliverable to the Contracting Officer, or to other such person as the Contracting Officer may direct, in an electronic format.

F.2.2. Review and Acceptance. When Government acceptance is required under the contract, the Government shall, other than for energy, review and provide acceptance of deliverables if satisfactory to the Government within fourteen (14) business days of receipt of the item from the Contractor, unless stated otherwise in Table 7—*Deliverables*.

F.2.3. List of Deliverables. The Contractor shall submit the following deliverables:

<b>Table 7—<i>Deliverables</i></b>			
Pursuant to contract paragraph:	Description	Submittal/submitted date	Recipient of deliverable
B.2.3.1.	Identifying rental credit for construction period.	Monthly invoice during 1 <sup>st</sup> year	Contracting Officer
C.11.5.	Annual review.	Within 50 days of end of production year.	Contracting Officer/COR
C.12.3.	Default cure plan.	With Annual Review.	Contracting Officer/COR
C.13.1.	Electrical modification request.	Approval prior to modification.	Contracting Officer
C.15.1., E.2.2.2.1, E.2.2.2.2., & E.2.2.2.3.	CROMP, operations procedures, manuals, spare parts list, warranty information, maintenance schedules, operator training requirements.	Prior to system acceptance.	Contracting Officer/COR

C.15.2.1.	Planned EPF Downtime	At least 7 days advance notice.	Contracting Officer/COR
C.15.2.2.	Unplanned EPF Downtime	Within 30 minutes of occurrence.	Contracting Officer/COR
C.15.5.	Maintenance and inspection records.	Upon request.	Contracting Officer/COR
C.16.3.	Meter inspection and testing.	At least 30 days advance notice of meter inspection and testing.	Contracting Officer/COR
C.16.8.	Meter readings.	End of each calendar month.	Contracting Officer/COR
C.16.8.	Website login information.	Prior to COD.	Contracting Officer/COR.
C.17.1. & C.17.2.	Communications and control system cyber security document.	10 days prior to COD; updated annually.	Contracting Officer
C.17.3.	Cyber intrusion report.	Periodically.	Contracting Officer/COR
C.17.4.	Cyber-security annual report.	Annually.	Contracting Officer/COR
C.17.5.	Information on planned and current cyber security.	Periodically.	Contracting Officer/COR
C.18.5.	Minimum Level Availability	Monthly	Contracting Officer/COR
C.19.	Service Interruption and Contingency Delay Plan	Prior to COD.	Contracting Officer.
C.31.	EPF implementation scheduling and phasing plan.	Within 30 days of the contract effective date.	Contracting Officer.
C.31.6.	Designs, drawings, and specifications of the facilities and equipment.	At least 90 days prior to proposed construction date.	Contracting Officer/COR
C.31.7. and E.2.3.	As built record drawings.	90 days after COD.	Contracting Officer/COR
C.31.10.	Roofing QA/QC plan.	Prior to start of work.	Contracting Officer.
C.31.12.1.	Access and haul road design.	As applicable.	Contracting Officer.
C.32.1.	Storm water management plan.	Prior to construction.	[public authority]
C.33.3.	Security fencing and lighting designs.	Prior to construction.	Contracting Officer/COR

C.35.1.	Work scheduling.	Prior to commencement of work.	COR
C.36.2.	POV and Contractor vehicle registration.	Prior to commencement of contract work.	Contracting Officer/COR
C.36.6.	Personnel access badge applications.	5 calendar days after receipt of facility clearance.	Contracting Officer/COR
C.36.8.2.	Restricted area access list.	Within 5 business days of the contract effective date.	Contracting Officer/COR
C.37.2.	Utility outage request.	15 calendar days in advance of requirement.	COR
C.52.2.	Evidence of permits, licenses, and approvals in compliance with Federal, state, interstate, and local laws.	Prior to commencement of work.	Contracting Officer/COR
C.54.1.	Ownership of Carbon Offsets-Attestation	Annually after COD	Contracting Officer/COR
C.55.1.	POC information.	When changed.	Contracting Officer and COR
C.55.2.	Notice of damage to EPF or threat to health and safety.	Upon occurrence.	COR
C.71.6.	Accident report.	With 24 hours of occurrence.	Contracting Officer and COR
C.73.2. & C.73.3	Fire prevention permits and explosive safety permits.	As required.	Installation fire department or explosive safety office.
C.75.2.	Sequence and method plan for construction work.	Prior to starting construction, installation, or removal work.	Contracting Officer/COR
C.91.2.1.	Notice of discover of cultural items.	Immediately.	Contracting Officer/COR
C.93.2.	Notice of enforcement, cleanup, removal, or other action.	Immediately upon receipt.	Contracting Officer/COR
C.93.3.	Environmental and safety permits applications.	Prior to submission.	Contracting Officer/COR
C.93.3.	Notice of meetings on permits.	Not less than 30 days in advance.	Contracting Officer/COR

C.93.4.1.	Section 2692 approval.	In advance of storage, treatment, or disposal.	Contracting Officer/COR
C.93.4.2.	Records relating to hazardous wastes.	Upon request.	Contracting Officer/COR
C.93.4.3.	Notice of environmental release.	Immediately.	Contracting Officer
C.93.4.5.	Notifications relating to USTs and ASTs.	Prior to closure or removal.	Contracting Officer/COR
C.93.4.9.	Spill plan.	Approved in advance.	Contracting Officer/COR
C.93.4.12.	Notice of source or by-product material.	At least 60 days prior to entry on the installation.	Contracting Officer/COR
C.122.3.4.	Reduction in insurance.	Within 10 business days after date of reduction.	Contracting Officer/COR
C.122.3.7.	Delivery of Acord Form 25.	On or before contract effective date.	Contracting Officer/COR
C.122.3.7.	Delivery of Acord Form 27.	When available.	Contracting Officer/COR
C.122.3.7.	Delivery of new insurance certificates.	At least 30 days before expiration of current policies.	Contracting Officer/COR
E.2.1.	EPF testing notice.	Not less than 5 business days prior to the anticipated date of system acceptance testing.	Contracting Officer/COR
E.2.1.1.	Completion notice.	Upon completion of system inspection and testing requirements.	Contracting Officer
G.4.1.	Outage report.	15 <sup>th</sup> day of each subsequent quarter reporting for the previous quarter.	Contracting Officer/COR
G.4.2.	Meter reading report.	Monthly.	Contracting Officer/COR
G.5.2.	Invoice.	15 <sup>th</sup> day of each month.	Contracting Officer/COR

**Section G – Contract Administration.****G.1. General.**

G.1.1. Unauthorized Work. The Government will not be obligated to pay the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized under the contract or a modification to the contract.

G.1.2. Emergency Contacts. The installation and the Contractor shall each designate to the other, and both to the Contracting Officer, points of contact who shall be available twenty-four (24) hours per day, seven (7) days per week, for emergencies.

**G.2. Authorized Changes.**

G.2.1. Contract Modifications. The contract may only be modified by the Contracting Officer; all such modifications must be in writing.

G.2.2. Actions by Government Personnel. No order, statement, or conduct of Government personnel, other than the Contracting Officer, who visit the EPF or in any other manner communicate with the Contractor or Contractor personnel during the performance of the contract shall constitute a change under the contract.

G.2.3. Authorized Orders. The Contractor shall not comply with any order, direction, or request of Government personnel unless the order, direction, or request is issued in writing and signed by the Contracting Officer, or made pursuant to written authorization given by the Contracting Officer to another Government officer or employee.

G.2.4. Unauthorized Changes. The Contracting Officer is the only person authorized on behalf of the Government to approve changes in any of the requirements of the contract, notwithstanding any provisions to the contrary contained elsewhere in the contract. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any increase in costs to the Contractor incurred as a result thereof.

G.2.5. Contract Information. The address and telephone number of the Contracting Officer is:

DLA Energy  
Installation Energy – FEAB  
8725 John J. Kingman Road, Suite 3827  
Fort Belvoir, VA 22060  
(571)-767-8669

### **G.3. COR.**

G.3.1. COR Functions. In accordance with DFARS 252.201-7000, *Contracting Officer's Representative*, the COR will act as the Contracting Officer's on-site representative for technical matters, providing technical clarification with respect to the specification or statement of work and monitoring the progress and quality of the Contractor's performance. The Contracting Officer will specify to the Contractor the duties of the COR.

G.3.2. Disputing COR Directions. The COR is not a procurement or administrative contracting officer and does not have authority to direct the accomplishment of effort beyond the scope of the statement of work in the contract or reduce that scope. When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or proposes to reduce the scope, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such request by the COR until the Contracting Officer has issued a modification to the contract, or until the issue has been otherwise resolved by the Contracting Officer.

G.3.3. Alternate COR. In the event that the COR is absent due to leave, illness, official business, or otherwise, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

G.3.4. Appointment of COR and Alternate COR. The COR and the alternate COR will be identified by appointment letter from the Contracting Officer.

**G.4. Report Submissions.** The Contractor shall submit the following reports to the Government or to any party designated by the Government as being authorized to request this data:

G.4.1. Outage Report. The Contractor's quarterly outage report shall be prepared in an electronic database format compatible with Microsoft Access or an electronic spreadsheet format compatible with Microsoft Excel. The report shall include the EPF production level for each day and the date, time, circumstances, and identified cause of any full or partial outage. Outage reports shall be submitted the first month of the quarter along with that month's invoice, and each report shall cover all outages experienced during the previous quarter. Outage reports shall be submitted to the COR.

G.4.2. Meter Reading Report. The monthly meter reading report shall show the current and previous month's readings for all meters. The Contractor's monthly meter reading report shall be prepared in an electronic database format compatible with Microsoft Access or an electronic spreadsheet format compatible with Microsoft Excel. Meter reading reports shall include a running total of electricity and steam received by the installation, for the current production year. Meter reading reports shall be submitted along with the monthly invoice each month, and each report shall cover the meter readings for the previous month. Meter reading reports shall be submitted to the COR.

## **G.5. Invoice and Payment.**

G.5.1. Basis for Invoice. All invoices shall be based on readings from the Contractor's meter to be located adjacent to the installation interconnection point, or other meters as described in paragraph C.16., *Metering and Meter Reading Services*. All costs associated with billing shall be included in the contract unit price. The Contractor may only include in its invoice those charges allowed under the contract. Each invoice shall be prepared and submitted monthly in a manner consistent with installation requirements, applicable utility regulatory agency/commission requirements, and the terms, conditions, and clauses of the contract. Invoices shall be submitted each month with the monthly meter reading reports described in subparagraph G.4.2., *Meter Reading Report*.

G.5.2. Timing of Invoice. The Contractor shall provide its invoice to the Government no later than the monthly invoice date, commencing on the first monthly invoice date to occur after the COD. The first invoice shall include any production that occurred subsequent to the COD and prior to the first monthly invoice date. The last invoice shall be pro-rated, as necessary, to include annual production only through the expiration date.

G.5.3. Places of Invoice Delivery and Payment. The invoice and paying offices for the installation are identified below.

Invoicing address	Paying office
2258 Central Ave, Suite 1	Completed through WAWF
Eielson AFB, AK 99702	

## **G.6. DFARS 252.232-7006 Wide Area Workflow (WAWF) payment instructions (MAY 2013)**

(a) Definitions. As used in this clause—

“Department of Defense activity address code (DODACC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in wide area workflow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic Invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, electronic submission of payment requests and receiving reports.

(c) WAWF Access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the system for award management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF web-based training course and use the practice training site before submitting payment requests through WAWF. Both can be accessed by selecting the “web-based training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, electronic data interchange, or file transfer protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for the contract/order:

(1) Document Type: invoice

(2) Inspection/Acceptance Location. To Be Provided At Time OF Award

(3) Document Routing. The Contractor shall use the information in the routing data table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing data table (To Be Provided At Time OF Award)

Field name in WAWF	Data to be entered in WAWF
Pay official DODAAC	
Issue by DODAAC	
Admin DODAAC	
Inspect by DODAAC	
Ship to code	
Ship from code	
Mark for code	
Service approver (DODAAC)	
Service acceptor (DODAAC)	
Accept at other DODAAC	
LPO DODAAC	

DCAA auditor DODAAC	
Other DODAAC(s)	

(4) Payment Request and Supporting Documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g., Timesheets) in support of each payment request.

(5) WAWF Email Notifications. The Contractor shall enter the e-mail address identified below in the “send additional email notifications” field of WAWF once a document is submitted in the system.

(g) WAWF Point of Contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

wawf@dla.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**G.7. Public Statements or Press Releases.** To avoid conflicts with Federal trade rules regarding claims of renewable energy use, the parties may, by mutual written agreement, set forth specific statements to be used by the parties in any press releases that address the Government’s use of renewable energy on the installation.

## Section H – Special Contract Requirements.

**H.1. Ownership, Assignment, and Third-Party Financing.** Throughout the duration of the contract, the Contractor, or its successors and assigns, shall be the legal and beneficial owner of the EPF at all times, and the EPF shall remain the personal property of the Contractor or its successors or assigns, as the case may be. Upon request, the Government agrees to identify the EPF in the installation real property records as a non-equity asset owned by the Contractor, or its successors or assigns, as the case may be.

H.1.1. Security Interest in the EPF. The Government recognizes that EPF financing associated with Contractor performance of the contract may be accomplished through a third-party, and, as such, will permit the financing source (“financier” or “lender”) to establish a security interest in the installed EPF, provided that such security interest shall at all times be subject to, and fully subordinate to, the rights of the Government under the contract and any other applicable law. Under no circumstances may a mortgage be made against the Government’s interests in the premises.

H.1.2. Assignment. See FAR 52.232-23, *Assignment of Claims* with Alternate I.

H.1.3. Novation. The Contracting Officer may recognize a third-party as a successor in interest to the contract via a novation accomplished in full compliance with FAR Part 42.12, *Novation and Change-of-Name Agreements*.

H.1.4. Third-Party Financing. The Government will consider granting a request by the Contractor described in clauses H.1.4.1., *Copies of Notices to Financiers*, and H.1.4.2., *Extension of Response Time*. Such consent shall not be unreasonably withheld.

H.1.4.1. Copies of Notices to Financiers. The Contractor may request that the Government provide the Contractor’s financiers copies, contemporaneously with them being provided to the Contractor, of any default, cure, or show-cause notice issued to the Contractor.

H.1.4.2. Extension of Response Times. A financier or secured interest holder of the Contractor may request it be provided an extension of response time to cure Contractor’s default or respond to a show-cause notice, provided that in no event shall any such extension exceed a total of thirty (30) days following the applicable cure or show-cause period provided to the Contractor, unless, in the Contracting Officer’s discretion, a longer period is granted.

H.1.5. Government’s Right to Terminate. Nothing in paragraph H.1., *Ownership, Assignment, and Third-Party Financing*, shall interfere with the Government’s unilateral right to terminate the contract for convenience or cause as otherwise set forth in the contract.

**H.2. Warranties.** In addition to any other representations and warranties contained in the contract, the Contractor represents and warrants as of the contract effective date that:

H.2.1. It is duly organized and validly existing and in good standing in the jurisdiction of its organization;

H.2.2. It has the full right and authority to enter into, execute, deliver, and perform its obligations under the contract;

H.2.3. It has taken all requisite action to approve the execution, delivery, and performance of the contract;

H.2.4. The contract constitutes a legal, valid, and binding obligation enforceable against the Contractor in accordance with the contract's terms and applicable law;

H.2.5. There is no litigation, action, proceeding, or investigation pending or, to the best of the Contractor's knowledge, anticipated before any governmental authority by, against, affecting, or involving any of its business or assets that would affect its ability to carry out its obligations under the contract; and

H.2.6. The execution and performance of the contract and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which the Contractor or any of its affiliates is a party or by which it or any of its affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any applicable laws.

**H.3. Public Utility Holding Company Act of 2005 (PUHCA).** The Contractor represents and warrants on the contract effective date that (a) it has taken all required actions, if any, necessary to comply with PUHCA, as amended, and (b) it is not an electric utility subject to rate regulation by any governmental authority.

**H.4. Excusable Delay.** The Contractor shall be liable for default for nonperformance unless the nonperformance is caused by an excusable delay.

H.4.1. Excused Performance. Except as otherwise specifically provided in the contract, neither party shall be considered in breach of the contract or liable for any delay or failure to comply with the contract, if and to the extent that such delay or failure is attributable to the occurrence of excusable delay; provided that the party claiming relief immediately (a) notifies the other party in writing of the existence of the excusable delay, (b) exercises all reasonable efforts necessary to minimize delay caused by such excusable delay, (c) notifies the other party in writing of the cessation or termination of said excusable delay, and (d) resumes performance of its obligations hereunder as soon as practicable after the cessation or termination of the excusable delay. Contract performance shall not be excused for any event for which the Contractor is required to carry insurance under the contract, if and to the extent that payments received under such

coverage ameliorated the impact of the excusable delay. If the Contractor claims relief due to excusable delay, the obligation of the Government to make payments to the Contractor for the period of time during which the Contractor is unable to perform shall be canceled to the extent of the excusable delay and shall not resume until the Contractor resumes performance of its obligations under the contract at which time the Government payment obligation will also resume; provided, however that the Government shall not be excused from making any payments due with respect to energy delivered to the Government prior to the excusable delay performance interruption or from portions of the EPF not adversely affected by excusable delay.

H.4.2. Effects of Excusable Delay. In no event will any delay or failure of performance caused by excusable delay extend the contract beyond its stated term. In the event that the Contractor's delay or failure of performance attributable to excusable delay continues for an uninterrupted period of ninety (90) days from its inception (with respect to excusable delay occurring prior to COD) or three hundred and sixty-five (365) days from its inception (with respect to excusable delay occurring after COD), the Government may, at any time following the end of such period, terminate the contract for default. However, nothing herein shall be interpreted to limit the Government's right to terminate the contract for convenience at any time for reasons other than excusable delay.

**H.5. Removal of EPF at Contract Termination or Expiration.** Upon the expiration of the delivery period or earlier termination of the contract according to its terms and provided that the Government does not exercise its purchase option pursuant to paragraph H.6., *Purchase Option Upon Expiration of the Contract*, the Contractor shall, within a reasonable time but in no case later than contract expiration, at its expense, remove the EPF and restore the premises to substantially the original condition that the property was received in at commencement of the contract, reasonable wear and tear excepted.

**H.6. Purchase Option Upon Expiration of the Contract.** The Contractor grants to the Government an option to purchase the EPF as of the expiration date for a purchase price (the "option price") equal to the FMV, less the Contractor's cost of removal, of the EPF.

H.6.1. Exercise of Purchase Option. In the event the Government is interested in exercising this option, not less than sixty (60) days prior to the expiration date, the Government shall provide a written notice of intent (NOI) to the Contractor to indicate the Government's interest in possibly exercising its option to purchase the EPF. Upon submission of the NOI, the Contractor and the Government shall determine FMV in accordance with subparagraph H.6.2., *Determination of Fair Market Value*. Following the date FMV is determined in accordance with subparagraph H.6.2., the Government shall then have a period of ten (10) business days to decide whether to exercise the purchase option. In the event the Government exercises the purchase option, (i) the parties shall promptly execute all documents necessary to cause title to the EPF to pass to the Government, free and clear of any liens existing prior to the date title is transferred, and assign all warranties for the EPF to the Government, and (ii) the Government shall

pay the option price to the Contractor, such payment to be made in accordance with any previous written instructions delivered to the Government for payments under the contract. In the event the Government declines to exercise the option, does not timely notify the contractor that it shall exercise the purchase option, or does not timely issue a NOI, the provisions of the contract shall be applicable as if this purchase option were not included in the contract. Nothing herein shall be construed as obligating the Government to exercise the option to purchase the EPF.

H.6.2. Determination of Fair Market Value. The FMV of the EPF shall be determined by the mutual agreement of the parties; provided, however, if the parties cannot mutually agree to a FMV within ten (10) business days of the date of any NOI the Government issues pursuant to paragraph H.6., *Purchase Option Upon Expiration of the Contract*, then the parties shall select a nationally recognized independent appraiser with experience and expertise in the nuclear generation facility industry. Such appraiser shall act reasonably and in good faith to determine FMV and shall set forth such determination in a written opinion delivered to the parties. The valuation made by the appraiser shall be binding upon the parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the parties equally.

## **Part II – Contract Clauses.**

### **Section I – Contract Clauses**

#### **I.1. Clauses and Provisions Incorporated by Reference.**

I.1.1. This provision incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.1.2. The full text of any FAR, DFARS or DLAD solicitation clause or provision may be accessed electronically at this addresses:

FAR/DFARS: <https://www.acquisition.gov/browse/index/far>

DLAD: <https://www.acquisition.gov/dlad>

I.1.3. Solicitation Provisions Only. The offeror is cautioned that some of the solicitation provisions and clauses below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision or clause by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer.

I.1.4. The following FAR, DFARS and DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the contract terms and conditions required to implement statutes or executive orders:

REGULATORY NUMBER    CLAUSE TITLE

#### **(1) DLAD PROVISIONS INCORPORATED BY REFERENCE:**

DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (DEC 2016)

#### **(2) FAR CLAUSES INCORPORATED BY REFERENCE:**

**The following Clauses are Incorporated by Reference for the Construction Work ONLY:**

FAR 52.222-5, Construction Wage Rate Requirements – Secondary Site of the Work (MAY 2014)

FAR 52.222-6, Construction Wage Rate Requirements (AUG 2018)

FAR 52.222-7, Withholding of Funds (MAY 2014)

FAR 52.222-8, Payrolls and Basic Records (JUL 2021)

FAR 52.222-9, Apprentices and Trainees (JUL 2005)

FAR 52.222-10, Compliance with Copeland Act Requirements (FEB 1988)

FAR 52.222-11, Subcontracts (Labor Standards) (MAY 2014)

FAR 52.222-12, Contract Termination-Debarment (MAY 2014)  
FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)  
FAR 52.222-14, Disputes Concerning Labor Standards (FEB 1988)  
FAR 52.222-15, Certification of Eligibility (MAY 2014)  
FAR 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022)  
FAR 52.236-7, Permits and Responsibilities (NOV 1991)

**The following Clauses are Incorporated by Reference for the duration of the contract term:**

FAR 52.202-1, Definitions (JUN 2020)  
FAR 52.203-3, Gratuities (APR 1984)  
FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)  
FAR 52.203-11, Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (SEP 2007)  
FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)  
FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)  
FAR 52.204-4, Printed or Copied Double-Sided on Recycled Paper (MAY 2011)  
FAR 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2011)  
FAR 52.204-13, System for Award Management Maintenance (OCT 2018)  
FAR 52.204-16, Commercial and Government Entity Code Reporting (AUG 2020)  
FAR 52.204-17, Ownership or Control of Offeror (AUG 2020)  
FAR 52.204-19, Incorporation by Reference of Representations and Certifications (DEC 2014)  
FAR 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)  
FAR 52.223-6, Drug-Free Workplace (MAY 2001)  
FAR 52.227-1, Authorization and Consent (JUN 2020)  
FAR 53.232-1, Payments (APR 1984)  
FAR 52.232-8, Discounts for Prompt Payment (FEB 2002)  
FAR 52.232-11, Extras (APR 1984)  
FAR 52.232-17, Interest (MAY 2014)  
FAR 52.232-18, Availability of Funds (APR 1984)  
FAR 52.232-23, Assignment of Claims (May 2014)  
FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUNE 2013)  
FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)  
FAR 52.233-1, Disputes (MAY 2014)  
FAR 52.233-2, Service Of Protest (SEP 2006)  
FAR 52.236-13, Accident Prevention (NOV 1991)  
FAR 52.237-2, Protection Of Government Buildings, Equipment, and Vegetation

(APR 1984)

FAR 52.241-1, Electric Service Territory Compliance Representation (MAY 1999)  
 FAR 52.241-11, Multiple Service Locations (FEB 1995)  
 FAR 52.242-13, Bankruptcy (JUL 1995)  
 FAR 52.242-14, Suspension of Work (APR 1984)  
 FAR 52.242-15, Stop-Work Order (AUG 1989), Alternate 1  
 FAR 52.243-1, Changes—Fixed Price (AUG 1987)  
 FAR 52.245-1, Government Property (SEP 2021)  
 FAR 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996)  
 FAR 52.246-16, Responsibility for Supplies (APR 1984)  
 FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature (June 2003)  
 FAR 52.247-34, F.O.B Destination (NOV 1991)  
 FAR 52.252-6, Authorized Deviations in Clauses (NOV 2020)

**(3) DFARS CLAUSES INCORPORATED BY REFERENCE:**

DFARS 252.201-7000, Contracting Officer’s Representative (DEC 1991)  
 DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)  
 DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (SEP 2013)  
 DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)  
 DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)  
 DFARS 252.204-7000, Disclosure of Information (OCT 2016)  
 DFARS 252.204-7003, Control of Government Personnel Work Product (APR 1992)  
 FF-7007, Alternate A, Annual Representations and Certifications (JUN 2019)  
 DFARS 252.204-7008, Compliance With Safeguarding Covered Defense Information Controls (OCT 2016)  
 DFARS 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)  
 DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)  
 DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)  
 DFARS 252.209-7004, Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)  
 DFARS 252.209-7998, Representation Regarding Conviction of a Felony Criminal (MAR 2012)  
 DFARS 252.209-7999, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (JAN 2012)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)(MAR 2016)  
DFARS 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)  
DFARS 252.225-7017, Photovoltaic Devices (DEC 2018)  
DFARS 252.225-7018, Photovoltaic Devices – Certificate (DEC 2018)  
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)  
DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018)  
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)  
DFARS 252.241-7001, Government Access (DEC 1991)  
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)  
DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DoD Contracts)(JUN 2013)  
DFARS 252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)  
DFARS 252.245-7003, Contractor Property Management System Administration (APR 2012)  
DFARS 252.245-7004, Reporting, Reutilization, and Disposal (DEC 2017)

**(4) FAR AND DFARS CLAUSES IN FULL TEXT CAN BE FOUND IN ATTACHMENT JA6**

**Part III – List of Documents, Exhibits, and Other Amendments****Section J – List of Attachments, Exhibits and Other Reference Documents**

<b>Attachment</b>	<b>Title</b>
JA1	Draft Outgrant (No. TBD)
JA2	Reserved
JA3	Prevailing Wage Rate Schedule (dated 9 Sep. 2022)
JA4	Contractor's Small Business Subcontracting Plan
JA5	System Security Plan-Template
JA6	FAR and DFARS Clauses in Full Text
JA7	EPF Energy Production, Hourly Production Data and Pricing Schedules
JA8	Past Performance Questionnaire
JA9	Teaming Agreement
JA10	Non-Disclosure Statement and Offeror Consent

<b>Exhibits</b>	<b>Title</b>
JE1	Termination Ceiling Schedule
JE2	Service Interruption and Contingency Delay Plan* (Award)

<b>Reference Documents</b>	<b>Title</b>
JR1	DoDI 5200.08, <i>Security of DoD Installations and Resources and the DoD Physical Security Review Board (PSRB)</i>
JR2	DTM 09-012, <i>Interim Policy Guidance for DoD Physical Access Control</i>
JR3	Interconnection Agreement* (Award)
JR4	Integrated Natural Resources Management Plan (INRMP)
JR5	Integrated Cultural Resources Management Plan (ICRMP)
JR6	AFGM 2021-32-01, <i>Civil Engineer Control Systems Cybersecurity</i>
JR7	DoDI 4170.11, <i>DoD Installation Energy Management</i>
JR8	Reserved

<b>Proposal Reference Documents</b>	<b>Title</b>
PR1	NRC Regulations and Standards
PR2	Site Map Micro Reactor Locations
PR3	Environmental Information Summary
PR4	Eielson AFB 1-line Diagram
PR5	Eielson AFB Utility Feeders
PR6	Existing Steam Design
PR7	CHP Process Overview

## **Section L Instructions, conditions, and notices to offerors or respondents**

### INSTRUCTIONS TO OFFERORS

**NOTE: Offerors must offer on both CLINs 0001 and 0002 in order to be eligible for award.**

#### **L.1 Inquiries by Offerors**

Questions concerning any aspect of this solicitation shall be submitted in writing via e-mail to [DLAEnergyResilience@dla.mil](mailto:DLAEnergyResilience@dla.mil) with the subject line of “RFP SP0604-22-R-0421: Eielson AFB SMR”. **OFFERORS REQUESTING INFORMATION REGARDING THIS SOLICITATION SHALL CONTACT THE E-MAIL ADDRESS ONLY. CONTACTS TO OTHER GOVERNMENT PERSONNEL OR NONGOVERNMENT ADVISORS ARE PROHIBITED.** All questions shall be answered electronically. Questions shall be entertained up to **14** calendar days prior to solicitation closing date. No additional questions shall be answered.

#### **L.2 Debriefings**

Debriefings will be conducted in accordance with FAR 15.505 and FAR 15.506.

#### **L.3 Teaming Arrangements/Joint Ventures/Special Purpose Entities**

##### **L.3.1 Teaming Arrangements**

**L.3.1.1** Teaming Arrangements are characterized by two or more business entities that are working together under the representation of one of the existing business entities for the duration of the contract. A teaming arrangement is not a formal merger of two or more business entities. The Government recognizes the validity and integrity of teaming arrangements as detailed in FAR Subpart 9.6. All Contractors are encouraged to review FAR Subpart 9.6 to acquaint themselves with its details. Since the Government can only determine the responsibility of the prime Contractor, per FAR 9.604(b), in accordance with FAR 9.1, Responsible Prospective Contractors, Contractor’s must identify in their offer any teaming arrangement to be considered and completely identify the relationships/responsibilities of the teaming members.

**L.3.1.2** If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner within the previous five years. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts within the past five years. All past performance information submitted by teaming partners will be considered during the evaluation process. Teaming arrangement documents shall be submitted via use of Attachment JA9.

##### **L.3.2 Joint Ventures**

Joint Ventures are characterized as two or more business entities that have been merged to create one business entity with equal responsibility during the course of the contract. If

this is a first-time joint venture, each party to the arrangement shall provide a list of project(s) summaries as identified in paragraph L.5.2.3 below.

### **L.3.3 Special Purpose Entities**

The Government recognizes that securing financing pursuant to contract award may require the establishment of a special purpose entity (SPE) or limited liability company (LLC).

### **L.3.4 Novation**

Novation may be considered in the Government's best interest to facilitate third party project(s) financing through the establishment of a special purpose entity (SPE). This administrative procedure, in accordance with FAR 42.1204, could be required to facilitate third party project(s) financing and to retain the prime Contractor.

## **L.4 Proposal Format**

### **L.4.1 General Requirements**

**L.4.1.1** This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions. The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

**L.4.1.2** The proposal shall be clear and concise and shall include sufficient detail to meet the stated requirements within the solicitation for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of an Offeror's facilities and experience and will base evaluations on information presented in the Offeror's proposal. Each proposal and each proposal volume submitted shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing.

**L.4.1.3** If an Offeror chooses to submit more than one offer, it may do so by submitting a separate proposal submittal for each.

**L.4.1.4** Proposals in response to this solicitation shall be submitted via email to: [DLAEnergyResilience@dla.mil](mailto:DLAEnergyResilience@dla.mil). Hand delivered proposals shall not be accepted. Additionally, offerors shall submit one timely, hard-copy proposals in accordance with L.4.2.2 to the following address:

**ADDRESS:** DLA Energy  
Installation Energy  
Attn: Charlene Woods  
8725 John J. Kingman Road, Suite 3827  
Ft. Belvoir, VA 22060

**L.4.1.5** Exceptions will be considered by the Government solely for evaluation purposes. Unless identified as an exception in accordance with the section L.4.2.10, and

accepted as such by the Contracting Officer, exceptions shall not be deemed to be a part of any resultant contract and shall not form the basis for any pricing adjustments.

#### **L.4.2 Format**

**L.4.2.1** Offerors shall prepare the proposal as required below. The titles and contents of each section shall be as defined in the table below.

**L.4.2.2** The Offeror shall prepare and submit one hard copy of Volumes I through IV of its proposal in separate three-ring binders. The titles of the volumes are provided in the table below. In addition to the hard copy, the Offeror shall also submit an electronic version of Volumes I through IV. With the exception of the Price Proposal, the Offeror shall submit proposal files in the Adobe Portable Document File (PDF) format that is text searchable and with a table of contents (roadmap) of the proposal structure. The Offeror shall provide appropriate bookmarks and thumbnails. The minimum requirement is that a table of contents be linked to each file provided in the proposal via hypertext link. Additional hypertext links within the proposal are at the Offeror's discretion. No password-protected, zipped, or self-extracting files shall be used. For both the hard copy and electronic proposals submissions Offerors shall include any appropriate markings, such as the legend prescribed by FAR 52.215-1(e), Restriction on Disclosure and Use of Data, if they wish to claim protection for portions of a proposal. Elaborate graphics, multi-media functions (e.g., video clips or sound bites), or other embellishments are unnecessary and are not desired. Limit pictures in the electronic proposal to the cover page only, and limit graphics in both forms of proposals to only those conveying data integral to the proposal.

<b>Volume</b>	<b>Title</b>
I	Technical Proposal
II	Past Performance
III	Price Proposal
IV	Contract Documentation

**L.4.2.3 Proposal Organization/Limits.** Offerors shall prepare the proposal as set forth in the table below. The titles and page limits of each volume shall be as defined in the table below. Any Offeror attachments/exhibits/addendums, etc. count towards the page limitations.

<b>Volume</b>	<b>Title</b>	<b>Maximum Page Limit</b>
I	Technical Proposal	<b>50</b> pages
II	Past Performance	<b>10</b> pages
III	Price Proposal	None
IV	Contract Documentation	None

**L.4.2.4 Pages and Typing.** Page size shall be 8½ by 11 inches (Word for Windows portrait format) or 11 by 8½ inches (Word for Windows landscape format). Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings, and maps. Pages sized 11 by 17 inches will be counted as two pages. Text shall be single-spaced, in 11-point Arial font. Arial font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. For charts, graphs, and figures/diagrams, the font shall be no smaller than 5-point. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages shall be numbered sequentially by volume. Page limitations shall be treated as maximums and, if exceeded, excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, cross-reference matrix, tabs, and glossaries. The front and back of pages printed on each side are counted as separate pages.

**L.4.2.5 Change Pages.** In response to requests for proposal revisions, change pages shall be submitted for the electronic copies of the proposal volumes. In the upper right corner of each change page, include the Offeror name, exact location (i.e., volume, section, page number, etc.) within the original proposal, date of transmittal, and applicable discussion item number assigned by the source selection team. A change bar in the margin to indicate the changed part of each page shall mark changes.

**L.4.2.6 Cross-Reference Matrix.** The Offeror shall provide a cross-reference matrix. The purpose of this matrix is to aid the Government's evaluation of the proposals, thereby ensuring no requirements have been overlooked. The offeror shall cross reference the offer and Section C—Description/specifications/statement of work to where each issue is addressed. A Cross-Reference Matrix will not count against the page limitations for their respective volumes.

**L.4.2.7 Glossary of Abbreviations and Acronyms.** If appropriate, each volume may contain a glossary of all abbreviations and acronyms with an explanation for each. Glossaries will not count against the page limitations for their respective volumes.

**L.4.2.8 Amendments to Solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

**L.4.2.9 Submission, Modification, Revision, and Withdrawal of Proposals.**

(a) Proposals and modifications to proposals shall be submitted in the same manner as the original proposal described in L.4.1.4.

(b) The first page of the proposal must show the solicitation number, the name, and address of the Offeror. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item.

(c) Names, titles, signature, and telephone numbers of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(d) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

If an Offeror chooses to submit more than one offer, it may do so by submitting a separate proposal submittal for each. Offers based on other pricing mechanisms or alternate methods of supplying resilient energy may be considered.

Proposals in response to this solicitation shall be valid for 180 days (unless a different period is proposed by the Offeror and accepted by the Government).

(e) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is considered late and will be handled in accordance with FAR 15.208(b)(1).

If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(f) An Offeror may submit modifications to its proposal(s) at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(g) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

**L.4.2.10 Exceptions to Terms and Conditions.** Exceptions taken to terms and conditions of the request for proposal (RFP) shall be clearly identified after the table of contents in the Offeror's proposal. Each exception shall be specifically correlated to each paragraph and/or specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the RFP. This information shall be provided in the format and content of the table below. If exceptions are not included in this format, no exceptions to terms and conditions will be assumed.

Any exceptions to the Government's terms and conditions should be taken prior to the issuance of the Notice of Intent to Award.

### RFP EXCEPTIONS

RFP Document	Paragraph/Page	Requirement/ Portion	Rationale
Specific component of the solicitation	Applicable page and paragraph numbers	Identify the specific requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government. Identify a proposed alternative, if one is available to meet the requirement.

**L.4.2.11 Proposal Reference Documents.** Section J identifies various documents that are intended to support an Offeror's proposal development.

**L.5 Use of Nongovernment Advisors.** Offerors are advised that data submitted to the Government in response to this solicitation may be released to nongovernment advisors for review and analysis. These advisors may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. Nongovernment advisors will be subject to civil and criminal penalties associated with any release of information pursuant to FAR 3.104.

If the offeror has any objection to nongovernment advisor access to its proposal information, the offeror shall provide grounds and justification for its objections. The nongovernment advisors are:

Booz Allen Hamilton  
Concurrent Technologies  
Exeter & Associates

**Note:** The companies listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

**L.5.1 Nongovernment Advisor Non-Disclosure Form.** Pursuant to the Department of Defense Source Selection Procedures, dated August 20, 2022 paragraph 1.4.6.2, *Nongovernment Advisors*, before a nongovernment advisor is given access to an offeror's proprietary or source selection information, the Contracting Officer must ensure that:

(1) offerors have entered into their own non-disclosure agreement with the nongovernment advisor, or with the company employing the nongovernment advisor (see FAR 9.505-4(b)), and

(2) the Government has received the consent of the offerors to provide access to its proprietary information to the nongovernment advisor or the company which employs the nongovernment advisor.

Offerors are required to submit Attachment JA10, Non-Disclosure Statement and Offeror Consent, as part of their proposal submittal. This form does not count against the page count of the submitted Proposal Volumes. Please enter the responding Contractor name every place showing OFFEROR, sign, and submit the form in pdf along with Volume IV – Contract Documentation of the proposal. If the proposal is found to be timely and responsive, DLA Energy will return a copy of the Non-Disclosure Statement signed by the appropriate nongovernment advisors.

**L.5.2 Proprietary Information.** Information deemed by the offeror to be proprietary shall be clearly marked as proprietary information. Proposals submitted in response to this solicitation will not be returned.

**L.6 Site Visits and Pre-Proposal Conference.** Pursuant to FAR 52.237-1, *Site Visit*, a site visit(s) has been scheduled (see below). All offerors intending to submit an offer on the requirements contained within may attend the site visit. Attending the site visit is not mandatory, however the site visit is intended to provide prospective offerors with adequate information to prepare proposals.

In conjunction with the site visit(s), a pre-proposal conference will be held where offerors will be given the opportunity to ask questions. Results of the pre-proposal conference will be documented and made available to all interested offerors on the SAM.gov website.

- a. **PRE-PROPOSAL CONFERENCE:** Offerors are required to register for this conference via the following web address:  
<https://www.eventbrite.com/e/eielson-microreactor-ppa-pre-proposal-conference-tickets-423513800177>
- (1) Registration is limited to two (2) persons per offeror organization with a maximum capacity of 65 participants.
  - (2) Registration opens immediately and is on a first come, first-serve basis.
  - (3) Registration closes when capacity has been reached or on October 5, 2022; whichever comes first.
  - (4) Identification and preregistration are required to gain entry to the base.
  - (5) Cancellation Policy: As this event has a limited capacity, it is respectfully requested that after you have registered and your plans change/you cannot attend, please immediately cancel your reservation at the following web address: <https://www.eventbrite.com/e/eielson-microreactor-ppa-pre-proposal-conference-tickets-423513800177>
  - (6) Lunch will not be provided. Attendee will be given the opportunity to procure accommodations locally.

**In order to make the conference as productive as possible, offerors are requested to submit any questions in writing to [DLAEnergyResilience@dla.mil](mailto:DLAEnergyResilience@dla.mil) at least five business days in advance of the conference.**

B. The following is the schedule for the site visits and pre-proposal conference:

(1) Pre-proposal Conference:

<b>Installation</b>	<b>Date</b>	<b>Time</b>
<b>Eielson AFB Yukon Club (Ballroom)</b>	<b>12 Oct. 2022</b>	<b>0930-1230</b>
All event attendees shall enter through the main gate of Eielson AFB, located at 1199 Old Richardson Hwy, Eielson AFB, AK 99702.		
Event attendees will transport themselves to the Eielson AFB Yukon Club (Ballroom) located at 2450 Central Ave, Eielson AFB, AK 99702 where the pre-proposal event will commence.		
Once attendees arrive at the project site, there will be a check-in process beginning at 0900. Attendees will need to check their names off the sign in sheet provided by Eielson AFB. Presentations will begin promptly at 0930.		

(2) Site Visit

<b>Installation</b>	<b>Date</b>	<b>Time</b>
<b>Eielson AFB, Alaska</b>	<b>12 Oct. 2022</b>	<b>1400-1600</b>
All site visit attendees will be transported by bus on the site visit.		
Only cameras will be allowed. Any photos of flightline activities are prohibited.		

**L.7 Proposal Content and Preparation Instructions**

**L.7.1 Volume I – Technical Proposal**

**L.7.1.1** The Technical proposal volume should be specific and complete, and shall describe the offeror’s capability to construct, own, operate and maintain an EPF as required by the solicitation.

**L.7.1.2** For required CLIN 0001 and CLIN 0002, the technical capability requirements include the Production, Implementation Plan, and Conceptual Design Plan. The risk evaluation shall be addressed in the Mitigation Plan.

**L.7.1.3 Technical Factors**

**L.7.1.3.1 Volume I/Factor 1 - Technical Capability**

The Offeror shall describe the project design, equipment selection, interconnection and transmission approach, implementation, and operations

and maintenance approach they propose to meet the Government's goals. At a minimum, the documentation shall include for each CLIN:

**1. Production.** The Offeror shall propose a system that can produce electricity and steam able to meet the requirements as set forth in B.2. and is able to meet a baseload electricity demand of 5MWe. The Offeror shall submit a system output profile in the form of a table, populated with the projected output of the proposed EPF in kilowatt-hours (kWhs) and mass per pound (Mlbs). The Offeror shall use Attachment JA7, EPF Electricity and Steam Production, Hourly Production Data and Pricing Schedules for submission of output data. The Offeror shall specify the EPF solution and provide any data applicable to such solution that shall be utilized to support the Government requirements. Offerors shall thoroughly explain the methodology used to develop the output profile, including an explanation of any tools or software packages used and all key assumptions.

**2. Implementation Plan.** The Offeror's implementation plan shall include a GANTT style schedule showing the timelines for all stages of development to include the design, design review, licensing, environmental assessment, permitting, refueling, financing, interconnection steps, if applicable, and timeline, procurement of materials, construction of the EPF, meter installation, commissioning, and testing. The schedule shall indicate the critical path elements and task dependencies. The Implementation Plan narrative shall discuss the Offeror's approach to scheduling and phasing of activities, including steps that will be undertaken to ensure compliance with the NRC Regulations and Standards and shall also include evidence that any permits, licenses or authorizations will be obtained in sufficient time to meet the Commercial Operation Date. Offerors shall provide any approvals for the licensing of their technology, or where in the approval stage they are. The Offeror's implementation plan shall also address all requirements during the period following the Commercial Operations Date, including meter readings, billing responsibilities, equipment maintenance considerations, the timing of major repairs, replacements and planned outages, operations and maintenance approach, efficiency and performance monitoring systems and programs to be included in the plant design and operation.

(a) After NOITA selection, all appropriate NEPA documentation will be accomplished by the Contractor with NRC and Government support and provided to the Government prior to execution of this Contract at the expense of the Contractor. The Contractor shall construct, operate and maintain the EPF under full NEPA compliance outcomes, at all times.

(b) After NOITA selection, the Contractor shall provide the NRC and Government with copies of all studies/reports/potential actions related to environmental considerations regarding compliance with relevant wildlife laws and regulations, potential impact to species, and potential courses of action to avoid, minimize, and compensate for potential adverse effects on species of concern and their habitats, as well as any other Contractor compliance with mitigation measures identified under the NEPA analysis.

**3. Conceptual Design.** The Offeror shall provide design documentation at 30% level of completion. The 30% design submission (considered conceptual-at time of proposal submission) shall include and shall describe in detail the following:

(a) The technical specifications of the EPF and steam infrastructure, including optimal size proposed for the installation; type and manufacturer of significant components and subcomponents and all other factors required to evaluate the performance of the proposed EPF and steam output. Schematics, diagrams, and layouts without specific manufacturer detail within CAD Drawings on 22"x34" formatted title block defining overall system configuration. The conceptual design shall include a single-line electrical diagram.

(b) Detailed plan to safely distribute the energy from the EPF to the Point of Interconnection and the impacts of steam distribution.

(c) A description of the EPF and transmission infrastructure layout on provided Government property.

(d) A description of the steam distribution infrastructure layout on provided Government property.

(e) Physical and electrical protection of the EPF and Point of Interconnection, as well as any steam protection improvements that are envisioned.

(f) Detailed plan on how the EPF will operate in conjunction with the CHP and the Offeror's plan for coordinating with the CHP operators to prevent energy delivery in excess of the installation's instantaneous load.

(g) Detailed plan on how the EPF will meet the Energy Security requirements contained within C.18, including how the Offeror can assure performance within the parameters described in C.18.6.

(h) Provide raw, inherent, and operational availability that the proposed technology/costs will achieve on an annual basis (8,760 hours) during steady-state operations, and in islanded mode for resilient operations when power is disrupted (7 days = 168 hours). The Government's objectives, as described in C.18.5, include an inherent availability that must meet a capacity factor of 80% or greater, and operational availability should meet an annual capacity factor of 90% or greater, with nominal (30 days or less) refueling/maintenance outages scheduled no less than every 18 months during minimal demand periods. The proposed availability metrics shall be submitted at Table 1, Availability Metrics for Proposed Technology Solution, below. IEEE Standard 3006.8-2018, IEEE Gold Book and TM 5-698-1 provide detailed guidance, definitions, and formulas to determine availability metrics for critical energy systems.

**Table 1. Availability Metrics for Proposed Technology Solution**

Availability Measure	Annual Availability (steady-state operations)	7-day Availability (islanded mode)
Raw Availability		
Inherent Availability		
Operational Availability		

(h) The contractor shall also provide its plan to measure and verify availability metrics throughout the life of the contract. This includes the types of meters and supporting measurement and verification (M&V) systems that will be used to measure and report consumption, cost and outage data to the Government for ensuring cost and resilience performance is achieved.

**Further Guidance and Example:**

For modern critical facilities, the typical benchmark availability ranges from 99.999% (“five nines”) to 99.9999% (“six nines”). Table 2, Raw Availability for Different Down Times, shows examples of raw availability associated with different downtimes, assuming total time over the course of one year is 8,760 hours (24 hrs. x 365 days). In order to achieve five-nines level of availability, downtime cannot exceed approximately five minutes per year. For a six-nines level of availability, that number is approximately 30 seconds per year.

**Table 2: Raw Availability for Different Down Times**

Uptime (hrs)	Downtime (hrs)	Availability (%)
8672.4	87.6	99%
8751.24	8.76	99.9%
8759.12	0.876	99.99%
8759.91	0.0876	99.999%

**Reference:**

Section 2911(a), U.S.C., Title 10

Department of Defense Instruction 4170.11, Installation Energy Management

IEEE Standard 3006.8-2018: Recommended Practice for Analyzing Reliability Data for Equipment Used in Industrial and Commercial Power Systems.

IEEE Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems/Standard 493 (IEEE Gold Book)

TM 5-698-1, Reliability/Availability of Electrical and Mechanical Systems for Command, Control, Communications, Computer, Intelligence, Surveillance, and Reconnaissance (C4ISR) Facilities

#### **L.7.1.3.2 Volume I/Factor 2 - Technical Risk**

**1. Risk Mitigation Plan.** The Offeror shall submit a Service Interruption/Restoration and Force Majeure Event Plan (the Plan) that will identify any potential Performance Risk associated with the implementation of the EPF and the Offeror's plan for mitigating identified risk. The Plan shall address the project risks present in the development, design, financing, construction, licensing, testing, refueling, operation and maintenance of the EPF, the severity of impact associated with such identified risks and how the Offeror's proposal seeks to mitigate such risk. Identified risks that remain with the Government shall be clearly described. The Plan shall be submitted to adhere with the applicable requirements of Section C, *Description/Specifications/Statement of Work*. The Plan will be incorporated into the contract at time of award. The Plan shall also address the following:

**(a) Service Interruption/Restoration Plan**

- 1) Defined procedures and provisions for responding to all service interruptions, both under normal daily operations and during disaster/contingency operations caused by the EPF during operation and performance.
  - i. Discussion of the expected causes of service interruption/disaster/contingency operations and how each would be handled both internally and externally by the Offeror.
  - ii. Procedures for handling each type of service call (e.g., emergency, urgent, and routine) from notification to completion (may use diagrams, Gantt Charts, flow charts, etc.) to include proposed response times.
  - iii. Estimated time for reestablishment of permanent service.
  - iv. Discussion of Government notification procedures.
  - v. Emergency Restoration Plan in the event of a total EPF failure.
  - vi. Discussion of Installation-specific requirements, and any resultant procedures/provisions necessary to sufficiently address those requirements when responding to a service interruption.
- 2) Resources to be utilized in the implementation of the procedures described in the Plan including a description of the staffing and management personnel that will be available to ensure prompt response to emergency situations.

**(b) Force Majeure Event Plan**

- 1) Describe how the Offeror plans to protect itself (both financially and in terms of physical assets) from a Force Majeure event that significantly affects the EPF.

- 2) Identify how the offeror will bring the EPF back into service expeditiously following any such Force Majeure event.
  - 3) Identify any intent to rely on the Federal Emergency Management Agency (FEMA) or other Government relief agencies for financial assistance in recovering from any Force Majeure Event and identify to what extent, if any, the Offeror would expect reimbursement under the contract.
  - 4) Identify any catastrophic insurance.

**(c) Analysis of Assumptions**

The contractor shall document its assumptions underlying its proposed technological solutions. These shall include, but are not limited to, the expected mean time between failures, mean time to failure, mean down time, uptime, and downtime metrics used in calculating the different measures of availability. The contractor shall provide its basis for estimating availability metrics such as historical system reliability metrics used, parametric and modeling techniques, etc. The contractor shall also provide an explanation of whether its assumptions take into account the risks, threats, and vulnerabilities which the performance measures protect against, such as natural/weather, physical, and cyber threats.

**(d) Financial Capability.**

The Offeror shall provide audited financial statements for its most recently completed fiscal year, the project guarantor (if applicable), any proposed subcontractor that will be performing a significant portion of the work, and for each firm participating in a joint venture or teaming arrangement.

**L.7.2 Volume II/Factor 3 - Past Performance**

**L.7.2.1** The offeror shall provide a 5-page narrative regarding its nuclear portfolio and the complexity of constructing, licensing, operating and maintaining these types of generation assets as well as adhering to the regulatory requirements. In addition, the offeror is required to complete Attachment JA8 Past Performance Questionnaire.

**L.7.2.2** The offeror shall provide references for up to five of its largest project(s) of similar scope. This information shall be documented on the Past Performance Information Questionnaire. Project(s) cited and references should be recent (i.e., within 15 years of the date of the proposal), and 5MW or greater in size. The references should be limited to a brief description of the project(s), along with the name of the client contact, address, telephone number, and email address. If the offeror fails to provide valid client contacts, past performance references may not be considered. The Government may contact the offer's references to determine customer satisfaction with various aspects of the Offeror's performance.

**L.7.2.3** The Government's sources of information for evaluating past performance may include, but are not limited to, any and all information provided by the offeror, inquiries of owner representative(s), and other known sources not provided by the offeror, provided such information is recent. While the Government may elect to consider data from other

sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the offeror.

**L.7.2.4** The offeror shall provide references for any proposed subcontractor that will be performing a significant portion of the work and for each firm participating in a joint venture or teaming arrangement.

### **L.7.3 Volume III/Factor 4 - Price Proposal**

**L.7.3.1 General.** These instructions are to provide assistance in the submission of information other than cost or pricing data that is required to evaluate the reasonableness, realism, and completeness of the proposed price. Compliance with these instructions is mandatory and failure to comply may preclude an offer from award. Proposed costs must be objective and substantiated with documentation that clearly supports their value.

**L.7.3.2 Table of Contents.** The price volume shall be prefaced by a table of contents and shall specify, by page number, the location of information requested in these instructions below.

**L.7.3.2.1 Section 1 –** Include a completed copy of Attachment JA7 EPF Energy and Steam Production Hourly Production Data and Pricing Schedules. The proposed dollars per kWh for electricity and dollars per Mlbs for steam prices shall be carried out to the fifth decimal place.

**L.7.3.2.2 Section 2 – Price Proposal, Introduction, and Pricing Assumptions.** Discuss the pricing methodology used to develop the offered price. The discussion of pricing methodology must explicitly show the Offeror's calculation of proposed costs per kWh and Mlbs and how they sum to the proposed price. In particular, the Offeror shall substantiate the cost of taxes, tax credits and other incentives, operations and maintenance, Interconnection application, if applicable, licensing, studies, and construction costs. Any proposed costs that do not meet these criteria will be rejected by the Contracting Officer.

**L.7.3.2.3 Section 3 -- Operations and Maintenance Costs.** The Offeror shall discuss any refueling, operation and maintenance costs expected over the term of the contract. Operations and Maintenance costs are those costs associated with the day-to-day operation of the project(s), and scheduled preventative and predictive maintenance. Typical cost categories might include, but are not limited to, all labor (direct and indirect), materials and procurement costs, insurance, equipment, general and administrative, and overhead costs. These costs shall be incorporated into the contract unit price.

**L.7.3.2.4 Section 4 -- Project Financial Plan.** The project plan of finance should comprehensively address how the Project will be financed. The plan of finance shall address: (i) all proposed sources of funding by provider, aggregate amount and type, including construction period financing and term financing; (ii) a schedule showing the expected amount and timing of project funding by source (sponsor equity, tax equity, and construction and term and debt from the development period through Commercial Operation Date); (iii) a quarterly sources and uses of funds statement for the construction period showing the timing and amount of expected funding by source; (iv) financial information on each financing participant, including financial wherewithal, financing experience and financial statements for the most recently completed fiscal year; (v) a description of any firm funding commitments already in place and available to the Offeror

for the project and the conditions to funding from such sources; (vi) a description of any available tax credits, incentives, and subsidies that will be used to finance the project.

**L.7.3.2.5 Section 5 -- Project Pro Forma.** Offeror should submit a financial pro forma illustrating the economic viability of the project and containing the following elements: (i) a presentation and supporting rationale of project cost and financing assumptions; (ii) a sources and uses of funds statement that reflects all expected project (i.e., hard, soft, financing, and closing fees, etc.), and the sources to fund these costs. (iii) a projection of an annual cash flows, including revenues, operations and maintenance cost and major capital repairs and replacements for each year of the contract.

#### **L.7.4 Volume IV- Contract Documentation**

**L.7.4.1 Contract/Representations and Certifications.** The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Contractor's proposal shall include—

(a) **A signed copy of the contract.** This includes completion of Blocks 17a, 17b, 30a, 30b, and 30c of the SF 1449. Signature by the Contractor on the SF 1449 constitutes an offer that the Government may accept. The original copy should be clearly marked under separate cover and should be provided without any punched holes.

(b) **Completion via SAM.gov of Section K – Representations, Certifications, and Statements.** Offerors shall submit Section K information via SAM.gov only.

(c) **All Amendments to Solicitations.**

(d) **Completion of JA10, Non-Disclosure Statement and Offeror Consent**

(e) **Sample Invoice**

(f) **Termination Ceiling Schedule**

(g) **Completed and signed Subcontracting Plan**

**L.8 Competitive Range.** The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost, price, and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **Section M – Evaluation factors for award**

### **M.1 Evaluation Factors for Award**

This provision outlines factors the Government will consider in evaluating proposals submitted in response to this solicitation.

#### **M.1.1 Basis for Contract Award**

The resultant contract may be awarded to the Contractor that provides the best-value based on the evaluation factors contained in this section for generating and delivering electricity and steam in accordance with the statement of work. The Government contemplates award of a firm-fixed price contract up to 30 years (i.e. including construction, a generation and delivery term, and a removal and restoration period).

#### **M.1.2 Responsibility**

A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors. In accordance with FAR 9.103, the Contracting Officer shall make an affirmative determination of responsibility for each Offeror. FAR 9.104-1 defines the general standards to which a prospective contractor must comply in order to be determined responsible.

#### **M.1.3 Order of Importance**

The Government is using a tradeoff source selection procedure determination to select the offer that represents the overall best value to the Government.

The proposed evaluation factors for each phase of the solicitation are listed below. All factors will be evaluated on the completeness, conciseness and relevance of the information provided.

- Factor 1: Technical Capability
- Factor 2: Technical Risk
- Factor 3: Past Performance
- Factor 4: Price Proposal

Non-price evaluation factors are listed in descending order of importance but with factors 1 and 2 of equal importance. When combined, the non-price evaluation factors are approximately equal in importance to price.

#### **M.1.4 – Technical Proposal**

##### **M.1.4.1 – Factor 1 - Technical Capability**

Evaluation of Technical Capability will include review and assessment of an Offeror's production capability, Implementation Plan and Conceptual Design Plan, and System Integration Plan including the feasibility of the proposed solution in meeting the Government's requirements.

Each offer will be evaluated based on its proposed design, execution, and operational approach to the project. The narrative should be clear, concise, thorough, and realistic. Sufficient detail should be provided to allow for an effective evaluation and for substantiating the validity of stated claims.

The Offeror's energy production data will be evaluated against the requirements delineated in C.12 to ensure the system is sized to meet those requirements. Offerors who have received, or are in the process of approval for their licensed design may be given a higher rating than those who have not started that process. The Offeror's energy security and resilience will be evaluated against the requirements delineated in C.18 to ensure the system can meet those requirements. Only those offers rated at "acceptable" or above in this factor will be considered for inclusion in the competitive range and for award.

#### **M.1.4.2 Factor 2 – Technical Risk**

Evaluation of Technical Risk will include review and assessment of an Offeror's Risk Mitigation Plan, including the Service Interruption/Contingency Plan and Force Majeure Plan and financial capability of the Offeror and its team members to undertake the project as proposed.

Each offer will be evaluated based on the risk inherent in its proposed approach, specifically with regards to disruption of schedule, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance.

Only those offers rated at "moderate" or lower in this factor will be considered for inclusion in the competitive range and for award.

#### **M.1.5 Factor 3 – Past Performance**

(i) Evaluation Process – The past performance evaluation considers the offeror's demonstrated record of performance in providing products and services that meet customer's needs. The offeror shall provide a well-articulated narrative, no more than five pages, that describes their responsibilities and experience in maintaining nuclear generation assets. Additionally, the offeror shall provide up to five previous projects performed in varied locations with such scope as envisioned for the project herein. At a minimum, the areas of past performance to be discussed shall include management, regulatory compliance, quality and quality control, knowledge and professionalism, problem resolution, adherence to schedules, working relationships, design capabilities, environmental awareness, and contract performance.

In conducting the past performance evaluation, the Government reserves the right to use both the information provided in the Contractor's past performance proposal submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) and commercial sources as well as interviews with Government customers and commercial clients. It may also include interviews with any other sources known to the Government.

(ii) Recency Assessment - An assessment of the past performance information submitted will be made to determine if it is recent. To be recent, the project's construction effort must have been performed during the past fifteen (15) years from the date of issuance of this solicitation.

(iii) Relevancy Assessment - The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided or services performed under those contracts relate to the description of work in the solicitation. A relevant example is one that illustrates experience in financing, developing, designing, implementing, and operating a system similar to that requested via this solicitation. An offeror with no relevant past performance history will receive a neutral rating.

(iv) Performance Quality Assessment - The Government will consider the performance quality of recent, relevant efforts. The quality assessment consists of an in-depth evaluation of past performance questionnaire responses, PPIRS and commercial sources as well as interviews with Government customers and commercial clients. It may also include interviews with any other sources known to the Government. The quality assessment may result in positive or adverse findings. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. For adverse information identified, the evaluation will consider the number and severity of the problem(s), mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements. Process changes will only be considered when objectively measurable improvements in performance have been demonstrated.

Assigning Ratings - As a result of the relevancy and quality assessments of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the offeror's proposed project experience, the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance.

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor. More relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or no relevant efforts. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating.

#### **M.1.6 Factor 4 – Price Proposal**

The Government will evaluate proposed prices using net present value via Attachment JA7 EPF Production, Hourly Production Data and Pricing Schedule using a discount rate in accordance with the most recent NIST Annual Supplement 135.

**M.1.6.1 Fair and Reasonable Price.** The Government will evaluate the Financial Plan, pro forma and all related information provided in support of the offered price to determine if the costs reflect a clear understanding of the Government's requirements; are consistent with the various elements of the offer's proposed scope of work and are neither excessive nor insufficient for the work effort to be accomplished. The

Offeror's proposed price will be evaluated for price realism and price reasonableness in accordance with FAR Part 15 and determined to be either reasonable or unreasonable.

## **M.2 Notice of Intent to Award (NOITA)**

**M.2.1. Issuance of NOITA.** After evaluation of proposals, the Government will issue a NOITA to the Offeror whose proposal represents the best value to the Government. The NOITA does not constitute a commitment by the Government to make award, nor does it constitute a commitment to make any award at all under the solicitation.

**M.2.2. Contingencies of NOITA.** Any award is contingent upon timely completion of items identified at the time of formal NOITA issuance. At a minimum, the following items will be required.

(a) Completion of National Environmental Protection Act requirements identified.

(b) Licensure and approval from the NRC on the resource design.

(c) Lease agreement negotiation and approval through the Deputy General Counsel for Installations, Energy & Environment, Air Force Real Estate Office.

(d) The Contractor shall complete the Interconnection Application and fund the interconnection study to be performed by the UDC. The Contractor shall be responsible for the actual cost of the Interconnection Application/study and required system upgrades.

1. The Contractor is responsible for gaining approval from the UDC for interconnection and complying with the UDC's interconnection requirements and any UDC-required or proposed upgrades to the system.

2. The Contractor shall work with the Contracting Officer and the installation for design approval to integrate the conceptual Point of Interconnection into the installation electrical distribution system.

(e) Finalization of all contract terms and conditions.

(f) Approval from the DoD Deputy Assistant Secretary of Defense for Installations and Environment for the use of 10 USC 2992a authority.