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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

12/15/21

SEAN F. MCAVOY, CLERK

6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE EASTERN DISTRICT OF WASHINGTON**

8 UNITED STATES OF AMERICA *ex*  
*rel.* BRADLEY D. KEEVER

9 *Relator-Plaintiff,*

**Case No.** 4:21-CV-5156-SAB

10 v.

11 MISSION SUPPORT ALLIANCE,  
12 LLC; HANFORD MISSION  
INTEGRATION SERVICES, LLC;  
13 LEIDOS, INC; LEIDOS  
INTEGRATED TECHNOLOGY,  
14 LLC; CENTERRA GROUP LLC;  
PARSONS GOVERNMENT  
SERVICES, INC; LOCKHEED  
MARTIN CORPORATION;  
15 LOCKHEED MARTIN SERVICES,  
INC.; WACKENHUT SERVICES  
16 INC; and JACOBS ENGINEERING  
GROUP, INC.,

17 *Defendants.*

**COMPLAINT**  
**FILED UNDER SEAL**

**for in camera review**  
Pursuant to 31 U.S.C. § 3730  
(False Claims Act)

**DEMAND FOR JURY TRIAL**

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18  
19 **COMPLAINT**  
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8 **INTRODUCTION**

10 1. The Hanford Site (“Hanford”) is home to one of the world’s largest  
11 environmental remediation projects. For decades Hanford produced plutonium for  
12 nuclear weapons beginning in WWII. There were nine nuclear reactors and many  
13 additional facilities across the 586-square-mile site.

14 2. Reactor buildings, support facilities, and auxiliary structures needed  
15 during plutonium production are all being demolished and cleaned up. Many of  
16 these structures are either contaminated with chemical and radiation or were built  
17 using materials like asbestos, requiring significant safety precautions not the least  
18 of which is fire suppression. Fire suppression systems are required to protect  
19 workers, public health, and the environment in the event of fires caused by  
20 accidents, explosions, wildfires, and other anticipated and unanticipated events.

1           3.     The Department of Energy hires contractors for “Mission Support” or  
2 “Mission Essential Services” to conduct cost-effective infrastructure and Site  
3 services that are integral and necessary to accomplish the environmental cleanup  
4 mission.

5           4.     This case is about the contractors responsible for the vital service of  
6 fire suppression systems maintenance not only failing to meet their contractual  
7 obligations of properly maintaining fire suppression systems across Hanford’s  
8 nuclear complex, but also defrauding the U.S. government and taxpayers in the  
9 process.

10          5.     Relator, Bradley D. Keever, by and through counsel, on behalf of  
11 themselves and the United States of America, brings this *qui tam* action to recover  
12 damages and civil penalties on behalf of the United States of America arising from  
13 the false statements, false certifications, and fraudulent claims concerning: (a)  
14 critical fire systems maintenance; (b) worker training; and (c) grossly inflating  
15 reimbursable costs in several ways. Defendants acted to defraud the United States  
16 in violation of the False Claims Act, 31 U.S.C. §§ 3729, *et seq.*

17          6.     *Qui tam* Relator-Plaintiff submits under seal this Complaint alleging  
18 with particularity the material evidence and information they possess relating to  
19 this action. Mr. Keever has first-hand knowledge of, and has investigated and  
20 disclosed to the U.S. Department of Justice, U.S. Department of Energy Office of

1 Inspector General (DOE-IG) and the Office of the United States Attorney for the  
2 Eastern District of Washington, information demonstrating that Defendants have  
3 systematically defrauded the United States by knowingly and fraudulently:

- 4 • Inflating reimbursable costs, by: (1) submitting fraudulent time  
5 records and/or time record data falsely asserting that employees  
6 performed work; (2) directing employees to engage in unnecessary  
7 overtime; and (3) hiring more employees than needed;
- 8 • Claiming completion of fire systems maintenance which was  
9 not done in order to receive reimbursements and award fees;
- 10 • Certifying that workers are trained when they are not.

11 **JURISDICTION AND VENUE**

12 7. This Court has jurisdiction over the subject matter of this complaint  
13 pursuant to 31 U.S.C. § 3729 as it asserts a claim that arises under the Constitution,  
14 laws, or treaties of the United States.

15 8. This Court has personal jurisdiction over Defendants pursuant to 28  
16 U.S.C. §§ 1391(b)-(c) because Defendants transact business in this judicial district.

17 9. There was not, prior to filing of this Complaint, any “public  
18 disclosure” of the false claims identified herein as that term is used in the False  
19 Claims Act, 31 U.S.C. § 3730(e)(4)(A). However, even if a “public disclosure”  
20 has occurred, Mr. Keever’s claims are not barred because Mr. Keever is an

1 “original source” of the information underlying the false claims allegations  
2 identified herein.<sup>1</sup>

3 10. Venue is appropriate in the United States District Court for the  
4 Eastern District of Washington pursuant to 31 U.S.C. § 3732(a) because  
5 Defendants can be found in and transact business in this judicial district.

6 **PARTIES**

7 11. Mr. Keever is a resident of the State of Washington.

8 12. Mr. Keever brings this lawsuit on behalf of himself and on behalf of  
9 the United States.

10 13. Mr. Keever is an employee who currently works at the Hanford Site, a  
11 decommissioned nuclear production complex in Washington State and, according  
12 to DOE, “one of the largest nuclear cleanup projects in the world.” Mr. Keever is  
13 highly experienced, trained, and certified in his field. Mr. Keever began work as a  
14 Journeyman Sprinklerfitter in 2004. He has worked at the Hanford site since 2009  
15 and on Fire Systems Maintenance at Hanford specifically since 2017. Mr. Keever  
16 is very familiar with the fire suppression, fire systems maintenance, Hanford Fire  
17 Department, and general fire support services for the Hanford Site. In addition, Mr.  
18 Keever is very familiar with Defendants’ programs, systems, and practices in place  
19  
20

---

<sup>1</sup> 31 U.S.C. § 3730(e)(4)(B).

1 regarding staffing, work packages, maintenance tasks and schedules, employee  
2 time records, and charge codes.

3 14. The United States Department of Energy (“DOE”) is a cabinet-level  
4 executive agency of the United States. DOE has several sub-offices, including the  
5 Office of Environmental Management (“DOE-EM”). DOE-EM’s mission is to  
6 address the nation’s Cold War environmental legacy resulting from five decades of  
7 nuclear weapons production and government-sponsored nuclear energy research.  
8 This legacy includes some of the world’s most dangerous radioactive sites with  
9 large amounts of radioactive wastes, spent nuclear fuel (SNF), excess plutonium  
10 and uranium, thousands of contaminated facilities, and contaminated soil and  
11 groundwater. Created in 1989, DOE-EM has the responsibility for completing the  
12 cleanup of this Cold War legacy and managing the remaining nuclear materials. As  
13 the largest environmental cleanup program in the world, DOE-EM has been  
14 charged with the responsibility of cleaning up 107 sites across the country whose  
15 area is equal to the combined area of Rhode Island and Delaware. As part of its  
16 statutory responsibilities, DOE is responsible for the management and cleanup of  
17 the Hanford Nuclear Site located in the Eastern District of Washington.

18 15. Defendant Mission Support Alliance, LLC (“MSA”) is a foreign  
19 corporation doing business in Washington and the United States. MSA is a  
20 Delaware Limited Liability Company doing business in Richland, Washington

1 with a principal office street address of 1750 Presidents Street, Reston, Virginia,  
2 20190-5617 and Washington address of 2490 Garlick Boulevard, Richland, WA,  
3 99354. MSA is a single purpose joint venture entity composed of Leidos, Inc.  
4 (“Leidos”); Centerra Group, LLC (“Centerra”), a Constellis company; and Parsons  
5 Government Services, Inc. (“Parsons”). MSA may be served with process through  
6 its registered agent Corporation Services, at 300 Deschutes Way SW STE 208 MC-  
7 CSC1, Tumwater, WA, 98501, United States. During the time period relevant to  
8 this Complaint, MSA was owned by three entities: 1) Lockheed Martin Services,  
9 Inc. (“LMSI”), a wholly-owned subsidiary of Lockheed Martin Corporation  
10 (“LMC”); 2) Wackenhut Services, Inc. (“Wackenhut”); and 3) Jacobs Engineering  
11 Group, Inc. (“Jacobs”).

12 16. Defendant Hanford Mission Integration Services, LLC (“HMIS”) is  
13 comprised of Leidos Integrated Technology, LLC (“LIT”), Centerra Group, LLC  
14 (“Centerra”) and Parsons Government Services Inc. (“Parsons”). HMIS is a foreign  
15 limited liability company doing business in Washington and the United States.  
16 HMIS is a Delaware limited liability company with a principal office street address  
17 of 2490 Garlick BLVD, STE 340, Richland, WA, 99354, United States. HMIS  
18 may be served with process through its registered agent Daryl Witherspoon, at  
19 2490 Garlick BLVD, STE 204, Richland, WA 99354, United States.

20



1 17. Defendant Leidos is a foreign corporation doing business in  
2 Washington and the United States. Leidos is a Delaware corporation with a  
3 principal office address of 1750 Presidents Street, Reston, VA, 20190, United  
4 States. Leidos may be served with process through its registered agent C T  
5 Corporation System, at 711 Capitol Way S Suite 204, Olympia, WA, 98501,  
6 United States.

7 18. Defendant Leidos Integrated Technology, LLC (“LIT”) is a foreign  
8 corporation doing business in Washington and the United States. LIT is a Delaware  
9 Limited Liability Company with a principal office street address of 1750  
10 Presidents St, Reston, VA, 20190, United States. LIT may be served with process  
11 through its registered agent C T Corporation System, at 711 Capitol Way S Suite  
12 204, Olympia, WA, 98501, United States.

13 19. Defendant Centerra is a foreign limited liability company doing  
14 business in Washington and the United States. Centerra is a Delaware Limited  
15 Liability Company with a Principal office street address at 13530 Dulles  
16 Technology Dr, Herndon, VA, 20171, 20171, United States. Centerra may be  
17 served through its registered agent Corporation Service Company, at 300  
18 Deschutes Way SW, STE 208, MC-CSCI, Tumwater, WA 98501, United States.

19 20. Defendant Parsons is a foreign corporation doing business in  
20 Washington and the United States. Parsons is a Nevada corporation with a

1 principal office street address of 5875 Trinity PKWY. #140, Centreville, VA,  
2 20120, United States. Parsons may be served with process through its registered  
3 agent C T Corporation System, at 711 Capitol Way S Suite 204, Olympia, WA,  
4 98501, United States.

5 21. Defendant Lockheed Martin Corporation (LMC) is a Maryland  
6 corporation doing business in Washington and the United States. LMC has a  
7 principal office street address of 6801 Rockledge Dr, Bethesda, MD, 20817,  
8 United States. LMC may be served with process through its registered agent  
9 Corporation Service Company, at 300 Deschutes Way SW, STE 208, MC-CSCI,  
10 Tumwater, WA 98501, United States.

11 22. Defendant Lockheed Martin Services, Inc. (LMSI) is a limited  
12 liability Delaware corporation with its principal place of business in Rockville,  
13 Maryland. During the relevant time period, LMSI was a wholly-owned subsidiary  
14 of LMC, and maintained offices and employees in Richland, Washington. LMSI  
15 may be served with process through its registered agent Corporation Service  
16 Company, at 300 Deschutes Way SW, STE 208, MC-CSCI, Tumwater, WA  
17 98501, United States.

18 23. Defendant Wackenhut is a foreign corporation that has done business  
19 in Washington and the United States. Wackenhut is a Florida corporation with a  
20 principal address of 7121 Fairway Dr, Suite 301, Palm Beach Gardens, FL, 33418,

1 United States. Wackenhut may be served with process through its registered agent  
2 Corporation Services Company, at 1201 Hays Street, Tallahassee, FL, 32301,  
3 United States.

4 24. Defendant Jacobs is a foreign corporation doing business in  
5 Washington and the United States. Jacobs is a Delaware corporation with a  
6 principal office street address of 1999 Bryan Street, Dallas, TX, 75201, United  
7 States. Jacobs may be served with process through its registered agent CT  
8 Corporation System, at 711 Capitol Way S, STE 204, Olympia, WA, 98501,  
9 United States.

## 10 **FACTUAL ALLEGATIONS**

### 11 **I. The Hanford Site**

12 25. The 586-square-mile Hanford Site is located along the Columbia  
13 River in southeastern Washington State. Beginning in the 1940s with the  
14 Manhattan Project, the Hanford Site played a pivotal role in the nation's defense  
15 with the construction and operations of nine nuclear reactors and five large  
16 plutonium processing complexes.

17 26. Today, the Hanford Site includes numerous former nuclear material  
18 production areas, active and closed research facilities, waste storage and disposal  
19 sites, and large areas of natural habitat and buffer zones.

20 27. Under the direction of DOE, the Hanford Site workforce is engaged in  
the cleanup of contaminated facilities, groundwater, and soils resulting from

1 national defense activities. Hanford employs about 8,000 workers to conduct its  
2 extensive cleanup mission. Crews responsible for Site cleanup are dealing with  
3 hazardous and radioactive waste in different forms, much of which is harmful to  
4 people and the environment. Solid waste was buried in the ground in pits or  
5 trenches sometimes in steel drums or wooden boxes, other times just straight in the  
6 ground. In addition to the millions of tons of solid waste, hundreds of billions of  
7 gallons of liquid waste was generated at Hanford during plutonium production.  
8 Liquid waste was disposed of by pouring it onto the ground, into trenches or  
9 holding ponds, and into underground storage tanks of which there are now 177  
10 holding 56 million gallons of high-level nuclear waste.

11 28. Fire suppression systems are vital to protect workers, the public, and  
12 the environment from potentially catastrophic incidences during the clean-up  
13 mission.

## 14 **II. The Contracts**

### 15 A. The Mission Support Contract: Mission Support Alliance, LLC 16 ("MSA")

17 29. Mission support, including logistical support, training, occupational  
18 health, information technology, site security, fire and emergency response services,  
19 and the like, is essential to the success of the Hanford Site cleanup mission from an  
20 operational, safety, and security standpoint. To that end, in May 2007, DOE issued  
a Request for Proposals for the Mission Support Contract (MS Contract) to be

1 performed at the Hanford Site. The MS Contract is a performance-based Cost-  
2 Plus-Award Fee Contract for services to directly support DOE, its contractors, and  
3 the environmental clean-up mission at the U.S. Department of Energy (DOE)  
4 Hanford Site, with a fee structure that provides a strong financial motivation for  
5 the Contractor to furnish safe, compliant, cost-effective, and energy-efficient  
6 services.<sup>2</sup> The MS Contract incorporates key provisions of the Federal Acquisition  
7 Regulations in Section I, including those relating to maintenance of government  
8 property<sup>3</sup> and allowable costs and payment.<sup>4</sup> The scope includes five primary  
9 functions: 1) Safety, Security and Environment, 2) Site Infrastructure and Utilities,  
10 3) Site Business Management, 4) Information Resources/Content Management,  
11 and 5) Portfolio Management.

12 30. A cost-plus-award fee (CPAF) contract is a cost-reimbursement  
13 contract that provides for a fee consisting of: (a) a base amount fixed at inception  
14 of the contract; and (b) an award amount, based upon a judgmental evaluation by  
15 the Government, sufficient to provide motivation for excellence in contract  
16 performance.<sup>5</sup>

17  
18 <sup>2</sup> Mission Support Contract § B.1 [hereinafter MS Contract].

<sup>3</sup> MS Contract § I.145; Fed. Acquisition Regs. 52.245-1, as modified by DEAR 952.245-5  
[hereinafter FAR].

<sup>4</sup> MS Contract § I.39; FAR 52.216-7 Allowable Cost and Payment (Jun 2013), as modified by  
DEAR 952.216-7.

<sup>5</sup> 48 C.F.R § 6.305; *see also* U.S. Dep't of Energy, Office of Enterprise Assessments. Fire  
Protection Program Implementation Assessment at the Hanford Site Central Waste Complex and

1 31. CPAF contracts still fall into the broader category of "cost-  
2 reimbursable" contracts -- which are principally based on "allowable costs."<sup>6</sup> The  
3 contract provides specific categories of "allowable costs," or costs for which the  
4 contractors are permitted to seek reimbursement from the Government. The  
5 contract's reference to allowable costs reinforces that which is obvious -- namely,  
6 whether a claimed cost is properly categorized as "allowable" is material to the  
7 Government payor, as such a designation has the "natural tendency to influence"  
8 the Government's payment decision.

9 32. Allowable costs include, but are not limited to, the following:

10 (i) Supplies and services purchased directly for the contract;

11 (ii) Materials issued from the Contractor's inventory and placed in the  
12 production process for use on the contract;

13 (iii) Direct labor;

14 (iv) Other direct in-house costs; and

15 (v) Properly allocable and allowable indirect costs.<sup>7</sup>

16  
17  
18 T Plant (May 2019), <https://www.energy.gov/ea/downloads/fire-protection-program-implementation-assessment-hanford-site-central-waste-complex>

19 <sup>6</sup> See FAR 52.216-7; See also FAR 16.301-1 ("Cost reimbursement types of contracts provide for  
20 payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without approval of the contracting officer.")

<sup>7</sup> See MS Contract § I.39 (incorporating FAR 52.216-7).

1           33. In or about September 2008, DOE awarded the Mission Support  
 2 Contract No. DE-AC06-09RL14728 (“MS Contract”) to MSA. Government  
 3 contracting databases reveal that since that time, the obligated amount to MSA  
 4 under the MS Contract is \$3.6 billion and that the current award amount is \$4.9  
 5 billion.<sup>8</sup> The MS Contract was a ten-year contract (a five-year base period with  
 6 options to extend it for up to another five years), with extension options. The MS  
 7 Contract was extended and remained in effect until January 25, 2021 which  
 8 included with a six-month transition period to HMIS.

9                   B. MS Contract Invoicing

10           34. The MS Contract required MSA to provide “monthly electronic files  
 11 data supporting payments cleared, financing arrangement draw downs, and cost  
 12 accrual and accrual reversal records to the Contracting Officer.”<sup>9</sup> With each  
 13 submission, MSA provided the “data elements required to ... [d]etermine that all  
 14 costs drawn down by the Contractor were necessary and reasonable per the terms  
 15 and conditions of the Contract.”<sup>10</sup> This included, but was not limited to: “invoice  
 16 number, billing period, work breakdown structure number, purchase order number  
 17  
 18  
 19

20 <sup>8</sup> *Id.* § B.3.

<sup>9</sup> *Id.* § H.23(b).

<sup>10</sup> *Id.* § H.23(b)(1).

1 and line item, quantity/hours, description of goods or services provided, cost type,  
2 cost categories, unit price, amount, and adders.”<sup>11</sup>

3  
4 C. MS Contract Award Fee/PEMP

5 35. The MSA Contract contains an award fee structure.<sup>12</sup> For each fiscal  
6 year from 2010 through 2020,<sup>13</sup> the award fee provides that MSA can earn  
7 additional payment from the Government beyond the reimbursement of allowable  
8 costs described above. The Contract refers to these award fees as Performance  
9 Evaluation and Measurement Plans (PEMPs), noting that “‘PEMP’ is synonymous  
10 with the term ‘Award Fee Plan.’”<sup>14</sup>

11 36. According to the MS Contract, the PEMP “is an award fee plan  
12 containing both objective and subjective outcomes in order to maximize the  
13 efficacy of the Mission Support Contract . . . The completion criteria for objective  
14 outcomes consist of the successful completion of specified activities . . . The  
15 completion criteria for subjective outcomes are focused on the achievement of  
16 high-level strategies and envisioned end states.”<sup>15</sup> For instance, for the time-period  
17 between October 2019 and May 25, 2020, the total award fee available was  
18 \$18,200,036. MSA earned an award fee of \$16,845,953. Breaking that amount

19 <sup>11</sup> *Id.*.

<sup>12</sup> *Id.* § J-4.

20 <sup>13</sup> *See Id.* §§ J-4.a through k.

<sup>14</sup> *See Id.* § J-4.g at para. 1.

<sup>15</sup> *See Id.* § J-4.g.



1 down further, MSA earned \$10,829,021 (or 96%) of the available award fee for  
2 objective criteria and \$6,016,932 (or 87%) of the available award fee for subjective  
3 criteria.<sup>16</sup>

4 37. As described in further detail below, MSA has falsely claimed  
5 completion of completion criteria, earning award fees as a result of these false  
6 claims. MSA has earned such award fees in various categories including those  
7 related to fire systems inspection, testing, and maintenance, schedule management,  
8 billing, and safety.

9 D. MS Contract Monthly Performance Reports

10 38. The MS Contract also requires MSA to submit Monthly Performance  
11 Reports to DOE.<sup>17</sup> These written Performance Reports must include many items,  
12 including: significant accomplishments and progress towards completion of MS  
13 Contract goals and objectives, major issues including actions required by MSA and  
14 DOE, analysis of funds expenditure with fiscal year spend forecast projections,  
15 evaluation of performance metrics for key services provided under the MS  
16 Contract, evaluation of the condition of infrastructure and utilities, including  
17 facilities, equipment, and systems.<sup>18</sup>

18  
19  
20 <sup>16</sup> Award Fee Determination Scorecard for Award Period October 2019-May 25, 2020.

<sup>17</sup> MS Contract § C.3.1.3.

<sup>18</sup> *Id.*

1           E. MS Contract Safety, Security and Environment Scope of the MS  
2           Contract

3           39. Under the Safety, Security and Environment scope of the MS  
4 Contract, the MS Contract includes specific items related to training and  
5 emergency fire protection systems at the Hanford Site. More specifically, the  
6 contract states that the “Contractor shall directly provide time-phased ready-to-  
7 serve capability to all Hanford Site environmental cleanup missions, including  
8 protective forces, physical security systems, information security, personnel  
9 security, nuclear materials control and accountability (MC&A), cyber security,  
10 program management, Hazardous Materials Management and Emergency  
11 Response (HAMMER) facility operations, site-specific safety training, fire and  
12 emergency response services, emergency operations, maintenance of a selected set  
13 of Hanford Site safety standards, radiological assistance program (RAP)  
14 operations, environmental regulatory management, and public safety and resource  
15 protection. These services are integral to the Hanford Site environmental cleanup  
16 mission.”<sup>19</sup>

17           F. MC Contract Hanford Site Training

18           40. The MS Contract required MSA to provide Hanford Site training and  
19 keep training records. More specifically, the contract states, “The Site Training  
20

---

<sup>19</sup> *Id.* § C.2.1.

1 program provides training facilities, curriculum, and training delivery services to  
2 the Federal, contractor, and sub-contractor employees in support of the Hanford  
3 and PNNL missions consistent with the DOE, local, State, and Federal workforce  
4 training requirements. The program includes not only established courses, but "just  
5 in time" training necessary to meet specific mission needs or resolve issues  
6 adversely affecting the missions. The program includes training facility  
7 management, business management, conduct of training, brokering of training  
8 services, development of requirements and standards, and training records  
9 management, scheduling, and registration.”<sup>20</sup>

10 41. “The desired outcome is a premier hands-on training program at the  
11 Hanford Site that provides training to a variety of customers including the Hanford  
12 Site and PNNL workers to assure that they possess the knowledge, skills, and  
13 abilities to consistently perform work safely.”<sup>21</sup>

14 G. MS Contract Fire and Emergency Response Services

15 42. The MS Contract required MSA to provide Fire and Emergency  
16 Response Services. More specifically, the contract states that “Fire Services are  
17 required for a broad array of hazards and risks associated with a Hanford Site work  
18 force performing a wide range of tasks including decontamination and demolition  
19

20 \_\_\_\_\_  
<sup>20</sup> *Id.* § C.2.1.2.

<sup>21</sup> *Id.*

1 activities in deactivated radiological contaminated facilities, construction of large  
2 and complex new facilities, and rescue incidents involving the need for specialized  
3 equipment and training. ... There are ~427 facilities on site with operating fire  
4 protection systems. Functional testing within these facilities encompasses ~13,800  
5 fire protection device tests with more than 8,000 fire extinguishers annually. ...  
6 There are four fire stations on-site servicing approximately 586 square miles of the  
7 Hanford Site.”<sup>22</sup>

8 43. In addition to providing fire response services, the MS Contract  
9 required MSA to ensure those fire emergency response systems were inspected,  
10 tested, maintained, and available for use 24/7. More specifically, the MS Contract  
11 states:

12 44. “The Contractor shall provide fire emergency response services,  
13 including fire prevention, fire suppression, and fire investigations; emergency  
14 rescue; emergency medical service and patient transport; incident command; and  
15 hazardous materials and chemical/biological/radiological emergency response (to  
16 include decontamination) for the Hanford Site. The Contractor shall provide fire  
17 protection system inspection, testing, and maintenance of existing and new fire  
18 systems. Hanford Site contractors are responsible to communicate fire service  
19 needs to the MSC for changes to their facilities or new installations. The  
20

---

<sup>22</sup> *Id.* § C.2.1.3.

1 Contractor shall ensure 24/7 fire-related protection of human life, property, and  
2 facilities; and be able to operate basic and advance life support emergency medical  
3 services. Fire Services are required through the life-cycle of the Hanford Site.  
4 Resources shall be maintained, and when appropriate, reduced in alignment with  
5 Site remediation and closure. The desired outcome is a Fire and Emergency  
6 Response Service that prevents or effectively controls/mitigates wild land and  
7 structural fires; and ensures timely and successful responses to emergency events  
8 on the Hanford Site.”<sup>23</sup>

9 45. The MS Contract lists the detailed scope and requirements of the fire  
10 and emergency response system at the Hanford Site.<sup>24</sup> The MS Contract required  
11 the following: 1) “maintain and operate the Hanford fire alarm and fire suppression  
12 systems for all facilities on the Hanford Site”; 2) “Report/status the Fire Services  
13 program performance (to include analysis of cost performance) monthly to DOE”;  
14 3) “Be the primary responder for all types of fires on the Hanford Site to include  
15 wild land fires and radiological contaminated facility fires, and fires in areas where  
16 a nuclear criticality incident is possible”; 4) “Update and maintain the Hanford Fire  
17 Needs Assessment defined by CRD O 420.1B, Chg 1, (Supp Rev 0) Facility  
18 Safety, and meet the applicable National Fire Protection Association (NFPA)

20 \_\_\_\_\_  
<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

1 Standards, OSHA requirements, and Washington State Administrative Codes,  
2 unless specific exception is granted by the DOE. Submit Hanford Fire Needs  
3 Assessment to DOE for approval”; 5) “Coordinate with other contractors on Site in  
4 regards to fire services”; 6) “Provide a Fire Marshal who has authority for the  
5 Hanford Site, to include fire protection system inspection, testing, and  
6 maintenance”; 7) “Provide functional inspection, testing, and maintenance of life  
7 safety and property fire protection systems (including backflow prevention  
8 devices) in DOE-owned facilities”; 8) “Ensure configuration control of the fire  
9 protection systems and routinely perform permanent or temporary deactivations  
10 and testing to accommodate several site contractors”; 9) “Maintain the central  
11 auditable records for all fire protection system activity across the Hanford Site, as  
12 required by Federal and Washington State laws”; 10) “Perform preventive and  
13 corrective maintenance to assure properly functioning fire protection systems,  
14 equipment and apparatus. Provide appropriate site wide fire protection system  
15 inspection, testing, and maintenance for fire alarm and fire suppression systems so  
16 systems are available at least 99% of the time”; and 11) “Maintain a cost-effective  
17 inventory of fire protection systems spare parts to support Hanford Site fire  
18 operation requirements where long-lead procurements will be involved.”<sup>25</sup>

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<sup>25</sup> *Id.*

1 **III. The Hanford Mission Essential Services Contract: Hanford Mission**  
2 **Integration Services, LLC (“HMIS”)**

3 46. “The purpose of the Hanford Mission Essential Services Contract  
4 (HMESC) is to provide direct support to the U.S. Department of Energy (DOE)  
5 and its contractors with cost-effective infrastructure and Site services that are  
6 integral and necessary to accomplish the environmental cleanup mission. The  
7 scope includes eight (8) primary Contract Line Item Numbers (CLIN) for the base  
8 and option periods, as applicable: 1) Contract Transition, 2) Hanford Site Benefit  
9 Plans, 3) Legacy Benefit Plans, and Legacy Workers’ Compensation, 4)  
10 Infrastructure and Site Services General Requirements, 5) DOE Small Business  
11 Procurement Pre-Award Support, 6) Usage-Based Services (UBS) to be Provided  
12 to Other Hanford Contractors (OHC), 7) Infrastructure Reliability Projects, and 8)  
13 DOE Small Business Procurement Post-Award Support and Other Directed Work  
14 Scope (see Figure C-1 for Work Breakdown Structure [WBS] by CLIN). In  
15 addition to this work scope, the Contractor shall play a key role in ensuring that  
16 interfaces with and between Hanford Site customers (DOE Offices and OHCs) that  
17 affect their scope of work are managed in a manner that encourages open and  
18 proactive communication, collaboration, and cooperation.”<sup>26</sup>

19 47. On or about August 17, 2020, HMIS began a 120-day contract  
20 transition from MSA to HMIS. The HMESC is a “performance-based Contract that

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<sup>26</sup> Hanford Mission Essential Services Contract § C-1 [hereinafter HMESC].

1 includes Cost Reimbursement (CR) (non-fee bearing), Cost-Plus-Award-Fee  
2 (CPAF), and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item  
3 Numbers (CLIN).”<sup>27</sup>

4 48. The HMESC also incorporates key provisions of the Federal  
5 Acquisition Regulations in Section I, including those relating to maintenance of  
6 government property<sup>28</sup> and allowable costs and payment<sup>29</sup>.

7 49. The Contract Line Structure is located in Table B-1 of the HMESC  
8 Contract.<sup>30</sup> The total estimated value of the HMESC is \$4,007,148,696.10.<sup>31</sup>

9 A. HMESC Award Fee/PEMP:

10 50. The HMESC contains an award fee structure or Performance  
11 Evaluation and Measurement Plan (PEMP).<sup>32</sup> According to the HMESC, “the  
12 Government shall pay the Contractor fee that is earned from the annual available  
13 fee by fiscal year . . . in accordance with this clause and other applicable clauses of  
14 the Contract.”<sup>33</sup>

15 51. The Contracting Officer (CO) “will unilaterally issue a PEMP for  
16 each evaluation period that establishes the criteria and procedures for evaluating  
17

18 <sup>27</sup> *Id.* § B.2

<sup>28</sup> *Id.* § I.108; FAR 52.245-1, Government Property (Jun 2007).

19 <sup>29</sup> *Id.* § I.128; FAR 52.216-7/ DEAR 952.216-7 Allowable Cost and Payment (Dec 2002);  
Alternate II (a) (3) 30.

<sup>30</sup> HMESC § B.2, Table B-1, at B-1 to B-3.

20 <sup>31</sup> *Id.* § B, Table B-3, at B-9.

<sup>32</sup> *Id.* § J-4.

<sup>33</sup> *Id.* § B.8(a).



1 the Contractor’s performance for the purpose of determining fee earned. The  
2 PEMP may be revised unilaterally by the CO at any time during the evaluation  
3 period. The PEMP will include, as a minimum, the following: (A) Evaluation  
4 criteria linked to the Contract’s performance objectives as defined in terms of cost,  
5 schedule, technical, or other Contract performance requirements or objectives. (B)  
6 Means of how the Contractor’s performance will be measured against the  
7 evaluation criteria. (C) Fee evaluation period. (D) Amount of the total annual  
8 available fee that is allocated to the evaluation period, including the allocation for  
9 subjective award fee criteria and objective award fee criteria. (E) Methodology for  
10 application of subjective evaluation ratings or attainment of predetermined  
11 objectives to earned fee. (F) Use of rollover of unearned fee is prohibited.”<sup>34</sup>

12 52. “Fee decisions are made solely at the discretion of the Government,  
13 including but not limited to, the characterization of the Contractor's performance,  
14 amount of earned fee, if any, and the methodology used to calculate the earned  
15 fee.”<sup>35</sup>

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<sup>34</sup> *Id.* § B.8(b)(1).

<sup>35</sup> *Id.* § B.8(c).

1           B. HMESC Monthly Performance Reports

2           53. The HMESC requires HMIS to submit Monthly Performance Reports  
3 to the Department of Energy.<sup>36</sup> HMIS must include many items as part of this  
4 monthly reporting, including:

5           A concise narrative of the Contract status including scope accomplished  
6 during the reporting period, near term activities to be performed, and  
7 whether the Contract is on target to meet objectives and whether any new  
8 Risks have been identified.

9           A narrative explaining significant performance variances per the thresholds  
10 as established in the contract.

11           An update/status of CPB/project costs including current and  
12 cumulative Cost Performance Indices (CPI) and explanation of any  
13 Significant trends.

14           Explanation of near term milestones and deliverables at risk of  
15 being missed.

16           A short narrative explaining any funding issues and provide priority list of  
17 work that could potentially be deferred.<sup>37</sup>

18           C. HMESC Fire and Emergency Response Services

19           54. Under the HMESC, Infrastructure and Site Services includes  
20 “activities such as utilities (electrical and energy management, water, and sewer),  
sanitary waste disposal, roads and grounds, and railroad services. The Contractor  
shall develop and implement an integrated life cycle approach to furnish, operate,

<sup>36</sup> *Id.* § H.61(g).

<sup>37</sup> *Id.*

1 maintain, and close infrastructure supporting the Hanford Site mission, based on  
2 necessary and sufficient user requirements.”<sup>38</sup> HMIS “shall maintain services and  
3 equipment required to support the Hanford Site environmental cleanup mission and  
4 ensure safe, compliant, cost-effective, and energy-efficient alignment with projects  
5 that are integral to the Hanford Site mission.”<sup>39</sup>

6 55. HMIS is responsible for the Fire and Emergency Response Services.<sup>40</sup>  
7 “The desired outcome is a Fire and Emergency Response Service that prevents or  
8 effectively controls/mitigates wildland and structural fires and ensures timely and  
9 successful responses to emergency events on the Hanford Site.”<sup>41</sup>

10 56. Under the Fire and Emergency Response Services section of the  
11 HMESC, HMIS shall:

12 Provide fire emergency response services, including fire prevention, fire  
13 suppression, and fire investigations; emergency rescue; emergency medical  
14 service and patient transport; incident command; and hazardous materials and  
15 chemical/biological/radiological emergency response (to include  
decontamination) for the Hanford Site. Ensure 24/7 fire and emergency  
services-related protection of human life, property, and facilities, operate basic  
and advanced life support emergency medical services.

16 Report the status of the Fire Services program performance (to include analysis  
17 of cost performance) monthly to DOE.

18 Be the primary responder for fires on the Hanford Site, to include wildland fires  
19 and radiological contaminated facility fires, and fires in areas where a nuclear  
criticality incident is possible.

20 <sup>38</sup> *Id.* § C.4

<sup>39</sup> *Id.*

<sup>40</sup> *Id.* § C.4.4.1

<sup>41</sup> *Id.*

1 Document a Fire Protection Program and submit to DOE for approval.

2 Update and maintain the Hanford Fire Needs Assessment, and submit to DOE  
3 for approval.

4 Act as the Site Incident Command Agency for fires and hazardous/radiological  
5 materials emergencies on the Hanford Site, to address and bring to closure  
(terminate) emergency situations that could threaten operations, employees, the  
6 public, or other interests of the Hanford Site.

7 Coordinate with OHCs onsite in regards to fire services. Respond to alarm,  
8 trouble, or supervisory signals of fire systems. Reach agreement with OHCs on  
9 facility fire watch responsibilities following an event or impairment.

10 Participate in the Hanford Fire Protection Forum (HFPP). The HFPP, among  
11 other duties, documents the duties of the Fire Marshal (i.e., the Fire Marshal’s  
12 Charter). The Contractor shall be responsible for configuration control,  
13 obtaining approval, and distribution of the Fire Marshal’s Charter to OHCs.<sup>42</sup>

14 D. HMESC Real Property Asset Management/Maintenance

15 57. HMIS is also responsible under the HMESC for Real Property Asset  
16 Management.<sup>43</sup> HMIS is “responsible for compliance with real property asset  
17 management requirements, federal rules and regulations, and applicable laws,  
18 regardless of the entity performing the work and is responsible for flowing down  
19 real property requirements to its subcontractors to the extent necessary to ensure  
20 compliance.”<sup>44</sup>

<sup>42</sup> *Id.* § C.4.4.1.

<sup>43</sup> *Id.* § C.4.8.

<sup>44</sup> *Id.*

1 58. A significant aspect of Real Property Asset Management is  
2 maintenance. “The desired outcome is to minimize the likelihood and  
3 consequences of human fallibility or technical and organizational system failures  
4 through a single company-wide Maintenance Strategy that utilizes existing  
5 corporate programs and addresses Non-nuclear Facility(s), applicable Personal  
6 Property Maintenance, Project Maintenance - as it relates to betterment and repair  
7 (sustainment), Condition Assessments, *Fire System Maintenance*, Facility  
8 Services, Information Resources/Content Management (IR/CM), and Locksmith  
9 Services.”<sup>45</sup>

10 E. HMESC Fire Protection Maintenance

11 59. Fire Systems Maintenance provides fire protection system inspection,  
12 testing, and maintenance (IT&M) of existing and new fires systems. Under the  
13 HMESC, HMIS “shall perform required fire protection systems inspections,  
14 testing, and maintenance on facilities assigned to it under this Contract”<sup>46</sup> and  
15 “perform functional IT&M of life safety and property fire protection systems  
16 (including backflow prevention devices) in facilities identified for this Contract.”<sup>47</sup>

17 60. Under the Fire Protection Maintenance section of the HMESC, HMIS  
18 shall:

19  
20 <sup>45</sup> *Id.* § C.4.8.2 (emphasis added).

<sup>46</sup> *Id.* § C.4.8.2, at C-107.

<sup>47</sup> *Id.*

1 Ensure configuration control of the fire protection systems within this  
2 Contract. Perform temporary and/or permanent facility fire protection  
3 system deactivations in support of deactivation and decommissioning  
4 activities associated with this Contract.

5 Maintain the central auditable records for fire protection system activity  
6 within this Contract, as required by federal and State of Washington laws.

7 Perform preventive and repair maintenance to ensure proper functioning of  
8 fire protection systems, equipment, and apparatuses.

9 Apply priorities to the fire protection system IT&M for fire alarm and fire  
10 suppression systems to ensure that systems are available at least 99 percent  
11 of the time.

12 Build up and maintain a cost-effective inventory of fire protection systems  
13 spare parts to support this Contract where long-lead procurements will be  
14 involved.

15 Perform portable fire extinguisher IT&M.<sup>48</sup>

16 **F. HMESC Required Training for Fire Protection Maintenance**

17 61. The HMESC also specifies the level of training required to complete  
18 the Fire Protection Maintenance. Fire Protection System inspection, testing, and  
19 maintenance (IT&M) “shall be performed only by qualified individuals.  
20 Individuals performing IT&M on fire suppression and fire alarm systems shall  
have a minimum Level II certification from the National Institute for Certification  
in Engineering Technologies (NICET). Contractors may perform fire system  
IT&M initially without NICET certified individuals but the individuals performing

<sup>48</sup> *Id.* § C.4.8.2, at C-107.

1 fire system IT&M shall have NICET certifications within one year from the  
2 issuance of the Notice to Proceed (NTP). Individuals performing IT&M on  
3 backflow preventers shall have a Washington State Backflow Assembly Tester  
4 certificate.”<sup>49</sup>

5  
6 G. HMESC Training

6 62. HMIS is responsible for training and workforce readiness at the  
7 Hanford Site. HMIS “shall provide efficient instructor-led courses, blended  
8 learning, and a performance-based learning program and shall maintain the  
9 HAMMER in a ready-to-serve capacity as the primary training facility for the  
10 Hanford Site. The program is to enable accomplishment of the customers’ missions  
11 in the most cost-effective manner: Without injury to the workers or the public;  
12 While meeting regulatory requirements; and Consistent with the principles of QA,  
13 and the Voluntary Protection Program (VPP).”<sup>50</sup>

14 63. “Training courses are designed to meet professional training needs  
15 based on job analysis, skill development, and continuous learning. Course content  
16 and material shall remain current and reflect applicable federal laws and  
17 regulations and DOE policies and procedures.”<sup>51</sup> HMIS “shall provide the Hanford  
18 Site workers, including DOE personnel, PNNL as requested, and other customers  
19

20 <sup>49</sup> *Id.* § C.4.8.2, at C-107.

<sup>50</sup> *Id.* § C.4.5.1.

<sup>51</sup> *Id.*

1 as requested, training to maintain a qualified workforce, as required by federal,  
2 state, and regulatory requirements, DOE directives, and management directives.”<sup>52</sup>

3  
4 **IV. Fully Functioning and Well-Maintained Fire Suppression Systems are  
Critical to Protecting Workers, Public Health, the Environment, and  
Government Property**

5 64. There are approximately 427 facilities on the Hanford site with  
6 operating fire protection systems. Functional testing within these facilities  
7 encompasses about 13,800 fire protection device tests with more than 8,000 fire  
8 extinguishers annually. MSA Contract § C.2.1.3.

9 65. Within Hanford buildings and other structures, fire suppression  
10 systems are required to protect workers, public health, and the environment in the  
11 event of fires caused by accidents, explosions, wildfires and other anticipated and  
12 unanticipated events.

13 66. Depending on the building or structure, prompt and effective fire  
14 suppression may be critical to ensuring limited loss of life, property, and  
15 equipment damage. In fact, HMIS and MSA consider maintenance on fire  
16 suppression systems “mission critical.”

17 67. At Hanford, many of the fire suppression systems are comprised of  
18 similar components.  
19  
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<sup>52</sup> *Id.* § C.4.5.1.1.



1           68. A riser room or sprinkler riser room is a room or designated space  
2 where the controls for the fire sprinkler system are housed. The shorthand term for  
3 this space is “riser.”

4           69. Within the riser there are usually above ground vertical supply pipes  
5 (system risers) that connect the water supply to the fire sprinkler system’s cross  
6 and/or feed mains and where the system’s pressure and water are monitored and  
7 controlled. These system risers contain the alarm valves, pressure gauges, control  
8 valves, water flow alarms, strainers, and main drains for the sprinkler system.

9           70. Risers aren’t always housed in a room. They can be in a hallway or  
10 even on the outside of a building.

11           71. The riser will often include most or all of the following:

- 12           a. Alarm valves.
- 13           b. In-line strainers.
- 14           c. Sprinkler system risers – the pipes connecting the main water supply  
15           and the sprinkler’s cross pipes.
- 16           d. Piping which connects the system’s risers to a fire department  
17           connection (FDC), allowing emergency responders to supplement the  
18           sprinkler system’s water supply.
- 19           e. Primary sprinkler system water input.

- 1 f. Sprinkler system valves – valves which function to drain, test, and  
2 isolate the system
- 3 g. Backflow prevention devices – devices which ensure water flows only  
4 one direction, into the system, preventing contamination and pollution  
5 from flowing back out of the system into the water supply.
- 6 h. Pressure gauges – gauges which measure water pressure and/or air  
7 pressure (in dry sprinkler systems) to determine if a sprinkler system  
8 is in service and has sufficient pressure.
- 9 i. Water flow switch – a switch that activates an alarm to alert  
10 authorities that the fire sprinkler system has been activated.
- 11 j. Water motor gong – a device, usually placed on the outside wall of a  
12 riser room, that sounds when water is flowing through the sprinkler  
13 system.
- 14 k. Tamper switches – switches which signal a warning should the  
15 system’s fire protection valves close partially or fully.
- 16 l. The fire alarm control panel will sometimes be installed within the  
17 riser room/area.
- 18 m. Fire pumps may also be kept within the riser room, though the room  
19 will then have to meet the more robust construction requirements for  
20 pump rooms as set by NFPA 20.

- n. Fire protection storage cabinet – often, the riser room serves as an ideal location to store spare sprinkler heads, compatible sprinkler wrenches, copies of relevant NFPA codes, and inspection logs.
- o. Detailed and clearly labeled building floor plans, especially for buildings requiring multiples systems, indicating which control valves are responsible for the different floors and sections of the building(s).

72. The photo below shows a riser located on the Hanford Site.

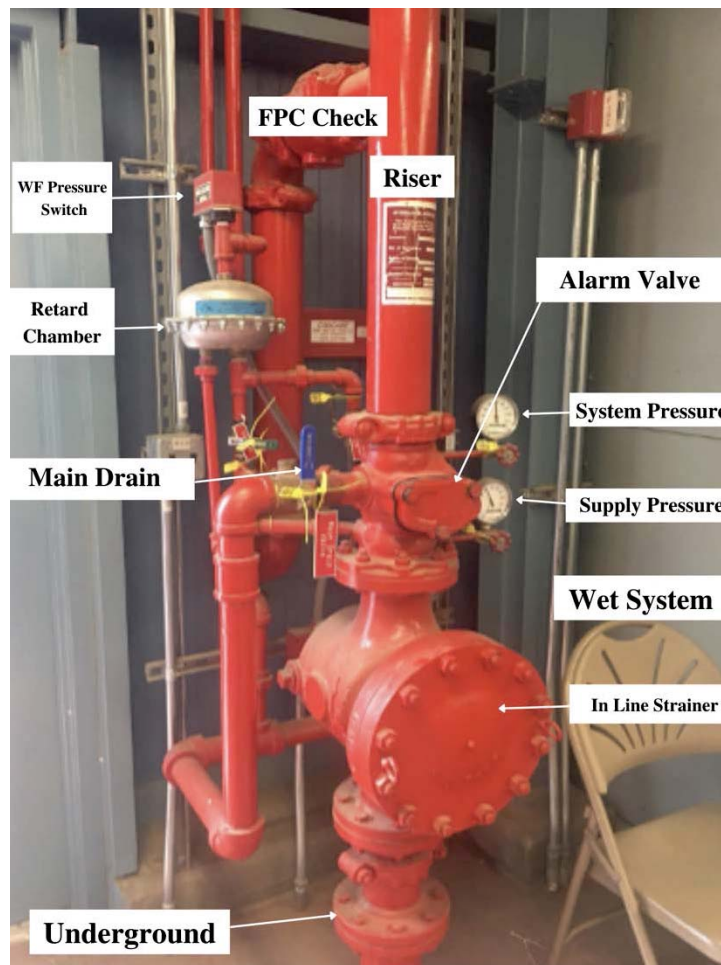


Photo: *Riser in Building 282-WC*

1           A. DOE Contractual Requirements for Fire Suppression Systems

2           73. MSA and its successor, HMIS, are paid, in part, to ensure that fire  
3 protection systems are inspected, maintained, tested, fully functional, and available  
4 for any fire-related emergency.

5           74. In order meet this important obligation, the contract mandates that  
6 MSA/HMIS shall provide fire protection system inspection, testing, and  
7 maintenance of existing and new fire systems. Hanford Site contractors are  
8 responsible to communicate fire service needs to the MSC for changes to their  
9 facilities or new installations. The companies are required to ensure 24/7 fire  
10 related protection of human life, property, and facilities; and must be able to  
11 operate basic and advanced life support emergency medical services. MSA  
12 Contract § C.2.1.3.

13           75. Further, the contract requires that the companies accomplish these  
14 specific tasks:

15           a. Maintain and operate Hanford fire stations and fire alarm and fire  
16 suppression systems for all facilities on the Hanford Site.

17           b. Update and maintain the Hanford Fire Needs Assessment defined by  
18 CRD O 420.1 B, Chg 1, (Supp Rev 0) *Facility Safety*, and meet the  
19 applicable National Fire Protection Association (NFPA) Standards,  
20 OSHA requirements, and Washington State Administrative Codes,

1 unless specific exception is granted by the DOE. Submit Hanford Fire  
2 Needs Assessment to DOE for approval.

- 3 c. Provide functional inspection, testing, and maintenance of life safety  
4 and property fire protection systems (including backflow prevention  
5 devices) in DOE-owned facilities.
- 6 d. Ensure configuration control of the fire protection systems and  
7 routinely perform permanent or temporary deactivations and testing to  
8 accommodate several site contractors.
- 9 e. Maintain the central auditable records for all fire protection system  
10 activity across the Hanford Site, as required by Federal and  
11 Washington State laws.
- 12 f. Perform preventive and corrective maintenance to ensure properly  
13 functioning fire protection systems, equipment and apparatus. Provide  
14 appropriate site wide fire protection system inspection, testing, and  
15 maintenance for fire alarm and fire suppression systems so that  
16 systems are available at least 99% of the time.
- 17 g. Maintain a cost-effective inventory of fire protection systems spare  
18 parts to support Hanford Site fire operation requirements where long-  
19 lead procurements will be involved.

20 MS Contract § C.2.1.3.

1           76. DOE and the contractors are also required to meet certain permitting  
2 and regulatory requirements concerning fire suppression systems and fire  
3 protection. For example, the State of Washington requires that Hanford have  
4 adequate fire control equipment, sufficient water, alarm systems, and required  
5 maintenance and testing to assure the proper operation of fire control equipment  
6 during an emergency. *See, e.g.*, WAC § 173-303-340(1).

7           77. In order to obtain a Dangerous Waste Permit for the Hanford facility,  
8 DOE and the contractors have certified to the State of Washington that they  
9 maintain the necessary fire protection equipment, provide appropriate maintenance  
10 and testing, and ensure that personnel are properly trained. *See, Hanford Facility*  
11 *Resource Conservation and Recovery Act Permit, Dangerous Waste Portion,*  
12 *Revision 8C, Conditions II.B and II.C.*

13           78. Those certifications are provided in the *Hanford Emergency*  
14 *Management Plan* (DOE/RL-94-02) (“HEMP” or “Plan”). The Plan provides in  
15 part:

16           The Hanford Site ERO [Emergency Response Organization] must be  
17 structured and staffed with an adequate number of experienced and trained  
18 personnel, including designated alternates available on demand for timely  
19 and effective performance of ERO functions. Hanford facilities and response  
20 organizations such as the Hanford Fire Department are governed by the  
standards and regulations of the National Fire Protection Association  
(NFPA) and Code of Federal Regulations as well as the Washington  
Administrative Code and Revised Code of Washington for emergency  
response training and on-scene emergency management.

HEMP § 2.0.

1 79. With respect to fire control equipment, the Plan specifies:

2 Buildings are equipped with fire control equipment such as automatic fire-  
3 suppression (sprinkler) systems (at adequate volume and pressure) and  
4 portable fire extinguishers in accordance with National Fire Protection  
5 Association (NFPA) codes and standards. The fire protection equipment is  
6 inspected, tested, and maintained in accordance with NFPA codes and  
7 standards.

8 HEMP § 11.2.2.

9 B. Standards for Fire Suppression System Services and Maintenance

10 80. The standard setting organization for the installation, maintenance,  
11 and testing of fire suppression/control systems is the National Fire Protection  
12 Association (NFPA).

13 81. The contract and various regulatory standards require that the fire  
14 suppression systems at Hanford are inspected, maintained, and tested in  
15 accordance with NFPA requirements.

16 82. NFPA 25, *Standard for the Inspection, Testing, and Maintenance of*  
17 *Water-Based Fire Protection Systems*, describes the requirements that must be met  
18 to ensure that fire protection systems will properly perform in an emergency.

19 83. NFPA 25 “establishes the **minimum** requirements for the periodic  
20 inspection, testing, and maintenance of water-based fire protection systems and the  
actions to undertake when changes in occupancy, use, process, materials, hazard,  
or water supply that potentially impact the performance of the water-based system  
are planned or identified.” NFPA 25 § 1.1 (emphasis added).

1 84. NFPA 25 specifies the timing and steps to be followed for the  
2 inspection, testing, and maintenance of the fire suppression sprinkler systems.  
3 NFPA 25, Ch. 5.

4 85. In general, sprinkler system gauges, supervisory signal devices, valve  
5 supervisory signal devices, waterflow alarm devices must be inspected quarterly.  
6 Gauges for dry systems must be inspected monthly. NFPA 25, Table 5.1.1.2.

7 86. Gauges monitoring water pressure shall be inspected quarterly to  
8 verify that normal water supply pressure is being maintained. NFPA § 13.2.7.1.2.

9 87. Sprinkler system hangers, braces, or supports, pipes and fittings, and  
10 sprinklers must be inspected annually. NFPA 25, Table 5.1.1.2. Inspections are  
11 typically conducted from floor level and are intended to identify mechanical  
12 damage, leakage, corrosion, obstruction, or other types of defects. NFPA 25 § 5.2.

13 88. Testing of key components such as gauges and some types of  
14 sprinklers must be done every five (5) years. NFPA 25, Table 5.1.1.2. Testing  
15 protocols are described in the standard. NFPA 25 § 5.3.

16 89. Testing of the water supply feeding into the fire protection system  
17 must be tested at least annually and sometimes quarterly depending on the type of  
18 system. NFPA § 13.2.5.

19 90. Gauges must be replaced every five years or tested against a  
20 calibrated gauge to ensure their accuracy. NFPA § 13.2.7.2.



1 91. Supervisory signal devices shall be tested annually in accordance  
2 with the manufacturer's instructions. NFPA § 13.2.8.2.

3 92. A summary of the requirements for the inspection, testing, and  
4 maintenance of valves, valve components, and trim inspection is detailed in NFPA  
5 Chapter 13. See, NFPA, Table 13.1.1.2.

6 93. Whenever a valve, valve component, or valve trim is adjusted,  
7 repaired, or replaced, the NFPA details the actions that must be taken to properly  
8 complete the maintenance activity. NFPA, Table 13.11.1.

9 94. The internal condition of fire suppression system piping must be  
10 inspected a minimum of every five years. NFPA § 14.2.1.1. More frequent  
11 inspections may be necessary if warranted by conditions.

12 95. During an internal pipe inspection, if tubercles (rust spots) or slime  
13 are found, then they must be tested for indications of microbiologically influenced  
14 corrosion (MIC). NFPA § 14.2.1.3. If organic or inorganic materials are found to  
15 be obstructing the pipe, then an obstruction investigation must be conducted.  
16 NFPA § 14.2.1.4. Obstruction investigations must be carried out as specified in  
17 NFPA, Chapter 14.

18 96. If foreign organic and/or inorganic material is found in any system in  
19 a building, all systems shall be assessed. NFPA § 14.2.2.2.

20

1 97. An obstruction investigation must also be undertaken if pinhole leaks  
2 are detected. NFPA § 14.3.1(14).

3 98. At a minimum, a proper obstruction investigation requires  
4 examination of the system valve, riser, cross main, and branch line. NFPA §  
5 14.3.2.2.

6 99. If an obstruction investigation indicates the presence of sufficient  
7 material to obstruct pipe or sprinklers, a complete flushing program shall be  
8 conducted by qualified personnel. NFPA § 14.3.3.

9 **V. Fire Suppression System Fraud**

10 100. Since at least 2016, MSA defrauded DOE by taking payments to  
11 properly inspect, maintain, test, and repair the fire suppression systems in many  
12 areas on the Hanford Site, while knowingly failing to maintain and test those  
13 systems in accordance with required standards.

14 101. Following the conclusion of MSA's contract, HMIS continued the  
15 same fraudulent scheme.

16 102. Mr. Keever reviewed a list of 184 risers that must be inspected  
17 pursuant to NFPA requirements every five years. Mr. Keever is familiar with all  
18 the risers identified and has performed some service on many of them. Mr. Keever  
19 is unaware of any of the 184 risers identified having ever been fully inspected,  
20 maintained, or tested as required by NFPA 25.

1           103. In all but a few cases, Mr. Keever is unaware of the risers listed  
2 having received an internal pipe inspection as required by NFPA, Chapter 14. *See*,  
3 *e.g.*, NFPA § 14.2.1.1.

4           104. On occasions when pin hole leaks and other conditions requiring  
5 internal inspections have been present, Mr. Keever has observed staff being  
6 directed not to undertake internal pipe inspections.

7           105. On occasions when slime-like material has been detected in fire  
8 suppression system piping, Mr. Keever has observed that testing for  
9 microbiologically influenced corrosion (MIC) was not conducted. Mr. Keever is  
10 unaware of any MIC testing being conducted by MSA or HMIS personnel.

11           106. The photos that follow were taken during one of the rare internal pipe  
12 inspections performed. This inspection occurred in the S-Lab. These photos show  
13 slime and other material that the Mr. Keever and others observed in the pipes. The  
14 Relator is not aware of a MIC test being performed.

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107. Mr. Keever has also observed repeated failures to inspect and clean the in-line strainers in the risers.

1 108. Mr. Keever has observed that MSA/HMIS use off the shelf, non-  
2 compliant air compressors on many fire suppression systems.

3 109. Despite MSA's and HMIS's refusal to inspect, maintain, and test the  
4 many fire suppression systems under their control as required by the contracts and  
5 NFPA standards, the companies submit requests for payment for all of the labor,  
6 parts, and materials associated with the proper maintenance of these systems.

7 110. The importance of proper and timely inspection, testing, and  
8 maintenance (IT&M) of fire suppression systems cannot be overstated. This is  
9 particularly true for fire systems in critical areas like the Central Waste Complex  
10 (CWC) or the T Plant.

11 111. For example, maintenance staff for the contractors have detected pin  
12 holes and pipe corrosion in the fire suppression systems contained in some of the  
13 CWC buildings. No timely internal pipe inspection, flushing, or other required  
14 maintenance actions were undertaken.

15 112. Since 2016, Mr. Keever and the teams he has worked on were  
16 frequently idle; often working less than three to four hours per day. Yet, they were  
17 instructed to bill all ten hours and sometimes overtime to charge codes associated  
18 with the maintenance of the fire suppression systems. These fraudulent billing  
19 practices are ongoing.  
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1 113. MSA has sought and received award fees based, in part, on  
2 purportedly maintaining the fire suppression systems under its control consistent  
3 with NFPA standards. It has never done so.

4 114. The companies are required to provide monthly contract performance  
5 reports to DOE. These monthly reports are intended to inform DOE about, *inter*  
6 *alia*, key issues, funding, budgeting, setbacks, and accomplishments.

7 115. DOE relies on the representations in the companies' monthly reports  
8 to assess progress, understand problems, and evaluate overall contractor  
9 performance.

10 116. For at least the years 2018 – 2021, Defendant MSA submitted  
11 monthly reports that falsely represented the status of fire system maintenance.  
12 These submissions and the invoices, time records, and other reports that supported  
13 them impliedly certified that NFPA timelines and standards were being fully met.  
14 These representations were false.

15 117. For example, in many of MSA's monthly reports to DOE the  
16 company falsely asserts that the status of "fire protection system maintenance" is  
17 "green." This means that system maintenance is "on schedule."

18 118. Since receiving the contract and taking over fire systems maintenance,  
19 HMIS has maintained this practice of false representations in its monthly reports.  
20

1           119. However, for the hundreds of systems that MSA was required to  
2 maintain, few, if any, were maintained according to NFPA standards and timelines.  
3 For example, very few systems ever received internal pipe inspections, testing for  
4 harmful microbes, or flushing. These elements of NFPA maintenance protocol are  
5 critical to ensuring fully functioning systems that are ready to operate in an  
6 emergency.

7           120. Defendants have violated Section I.145 of the MS Contract and I.108  
8 of the HMIS Contract which require the contractor to comply with FAR Subpart  
9 952.245-1 to establish and maintain a program to manage (control, use, preserve,  
10 protect, repair, and maintain) and initiate and maintain the processes, systems,  
11 procedures, records, and methodologies necessary for effective and efficient  
12 control of Government property.<sup>53</sup>

13           121. DOE was routinely misinformed about the completeness and status  
14 of fire system inspections, testing, and maintenance throughout much of the  
15 Hanford complex. DOE was also misinformed about training for employees  
16 assigned to work on fire system maintenance.

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<sup>53</sup> MS Contract § I.145;HMESC § I.108.

1 **VI. MSA and HMIS failed to conduct regulatory and contractually**  
2 **required work with trained and qualified personnel and submitted false**  
3 **certifications of fire safety personnel training and qualifications.**

4 122. The qualifications and training for fire protection staff are found in  
5 DOE order 420.1C, Attachment 2, Chapter 2, Section 3.d.(2)(a) and DOE Standard  
6 1066-2012, Section 5.2.1.1. These Sections identify the contractor’s responsibility  
7 to ensure it has access to qualified, trained fire protection staff needed to  
8 implement the Fire Protection Program. The contracts incorporate these  
9 requirements.

10 123. The MS Contract gave the directive that MSA was to “Update and  
11 maintain the Hanford Fire Needs Assessment defined by CRD O 420.1B, Chg 1,  
12 (Supp Rev 0) Facility Safety, and meet the applicable National Fire Protection  
13 Association (NFPA) Standards, OSHA requirements, and Washington State  
14 Administrative Codes, unless specific exception is granted by the DOE,”<sup>54</sup>

15 124. MSA did not have NICET certified individuals conducting inspections  
16 and testing.

17 125. In 2018, the DOE Office of Enterprise Assessment conducted a Fire  
18 Protection Assessment of the Hanford Site Central Waste Complex and T Plant  
19 and found that “MSA has not established the required formal training program to  
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<sup>54</sup> MS Contract § C.2.1.3.



1 ensure that its technicians are qualified and trains to implement the required  
2 inspection, testing and maintenance (IT&M) of fire safety systems.”<sup>55</sup>

3 126. MSA pushed back on this seeking clarity for when individuals are  
4 required to have formal NICET certification. DOE responded in April 2020 that  
5 NICET certification is necessary for initial inspections and acceptance to ensure  
6 compliance to the code and proper installation, but “NICET certification is not  
7 required for craft personnel performing routine IT&M activities. Those personnel  
8 shall be trained and qualified in accordance to the local program developed to meet  
9 the requirements of DOE Order 420.1C and DOE-Std-1066-2012.”<sup>56</sup>

10 127. MSA and HMIS also did not and still do not have craft trained and  
11 qualified in accordance with the local program to meet the requirements of DOE  
12 Order 420.1C and DOE-Std-1066-2012.

13 128. MSA and HMIS have falsely represented that its fire safety systems  
14 personnel including pipefitters, electricians, and firefighters have completed  
15 required training and received necessary qualifications.

16 129. This is especially concerning, because MSA and now HMIS are  
17 responsible not only for ensuring their own employees are properly trained and  
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19 <sup>55</sup> U.S. Dep’t of Energy, Office of Enterprise Assessments, Fire Protection Program  
20 Implementation Assessment at the Hanford Site Central Waste Complex and T Plant (May  
2019), [https://www.energy.gov/ea/downloads/fire-protection-program-implementation-  
assessment-hanford-site-central-waste-complex](https://www.energy.gov/ea/downloads/fire-protection-program-implementation-assessment-hanford-site-central-waste-complex).

<sup>56</sup> Letter from Brian T. Vance, Manager, and Timothy Corbett, Contracting Officer, U.S. Dep’t  
of Energy, to Robert E. Wilkinson, President, Mission Support Alliance (Apr. 9, 2020).

1 qualified, but also for providing training for all Hanford Site workers “to maintain  
2 a qualified workforce as required by federal, state and regulatory requirements,  
3 DOE directives, and management directives.”<sup>57</sup>

4 130. Additionally, the more recent HMIS Contract requires that fire system  
5 IT&M shall be performed only by qualified individuals. Individuals performing  
6 IT&M on fire suppression and fire alarm systems shall have a minimum Level II  
7 NICET within one year from the issuance of the Notice to Proceed. Individuals  
8 performing IT&M on backflow preventers shall have a Washington State  
9 Backflow Assembly Tester certificate.<sup>58</sup>

10 131. Most individuals performing these tasks are not properly certified to  
11 NICET level II, Washington State, or even the local program which DOE has  
12 clearly shown is imperative.

13 132. For example, the local program requires all pipefitters to complete  
14 Course 027803 “OJT/OJE Checklist for HFD Fire Systems Maintenance.” This is  
15 a fundamental assessment that necessary procedures have been read and training  
16 and assessment of key maintenance activities have taken place to certify that the  
17 pipefitters conducting fire systems maintenance are trained to the work. These  
18 assessments include on the job training and evaluation to ensure craft know how  
19

20 \_\_\_\_\_  
<sup>57</sup> HMEESC § C.4.5.1.1; see also MS Contract § C.2.1.

<sup>58</sup> *Id.* § C.4.8.2, at C-107.

1 to: “maintain/repair wet risers,” “maintain/repair dry risers,” “Maintain/Repair  
2 Preaction Riser,” “Maintain/Repair Deluge on Tyco Model DV-5 Deluge Valve  
3 and Associated System,” “Maintain/Repair Dry Chemical Systems at WRAP,”  
4 “Maintain/Repair Dry Chemical Systems at 222S Lab” and “Maintain/Repair  
5 Hydrants.”

6 133. Not only have OJT/OJE checklists not been completed to certify craft  
7 are properly trained and can properly complete necessary tasks, but the Course  
8 027803 “OJT/OJE Checklist for HFD Fire Systems Maintenance” is falsely  
9 marked as “COMPLETED” in Relator’s training profile on the Hanford Site  
10 Worker Eligibility Tool.

11 134. Upon information and belief management falsely marked that the  
12 OJT/OJE Checklist as “COMPLETED” for Mr. Keever and all pipefitters.

13 135. Firefighters who conduct some of the required testing and the Fire  
14 Marshall and Chief who oversee some fire systems maintenance activities are also  
15 not properly qualified.

16 136. MSA and HMIS management have falsely portrayed craft as properly  
17 trained and certified to DOE in letters, monthly reports and also made false  
18 certifications regarding compliance and PEMP criteria to received award fees.

1 137. MSA and HMIS have received payments for fire systems maintenance  
2 by uncertified and inadequately trained individuals whom they falsely portrayed as  
3 properly trained and qualified.

4 138. Furthermore, MSA regularly instructed fire systems maintenance  
5 personnel to bill to codes for training when they had no work and were simply idle.  
6 By fraudulently billing idle time to training codes, Defendants further concealed  
7 the incomplete training.

8 **VII. MSA/HMIS charged DOE for inflated labor hours and falsely billed**  
9 **DOE for work not actually performed by Fire Systems Maintenance**  
10 **Personnel.**

11 139. Defendants have systematically inflated the costs of fire systems  
12 maintenance and other activities of MSA and subsequently HMIS employees to  
13 fraudulently obtain payments from DOE since at least 2016.

14 140. Despite failing to perform complete inspections, testing, flushing,  
15 sampling, and repairing of fire suppression systems, Defendants have billed the  
16 government for this work.

17 141. Defendants' falsified time-keeping records constitute false statements  
18 and records that are material to Defendants' false claims to the Government.

19 142. The accuracy of Defendants' timekeeping records—which directly  
20 impacts Defendants' purported allowable costs—is undoubtedly material to the  
Government's payment decisions at the Hanford site. In fact, in 2013, the United

1 States entered into a non-prosecution agreement and recovered \$18.5 million from  
2 multiple contractors engaged in unrelated timekeeping fraud schemes at the site.  
3 And in 2020, the Government settled another whistleblower suit alleging time-  
4 keeping fraud at the site, for more than \$57 million.<sup>59</sup>

5 143. Personnel including pipefitters and electricians responsible for fire  
6 systems maintenance at facilities across the entire Hanford Site subject to the  
7 HMEESC are frequently idle and assigned little work to do despite there being  
8 abundant work that needs to be done and is reported completed. This issue has  
9 been pervasive since at least 2016.

10 144. These non-salaried employees receive direction from Defendants'  
11 supervisors and management to bill to active charge codes for large blocks of time  
12 or even an entire idle day. Under direction of supervisors, fraudulent timecards are  
13 then submitted and in turn the government is the billed for excessive down time.  
14 These time records undermine the integrity of costs included on invoices submitted  
15 and/or certified to the government.

16 145. In many cases, hourly employees work only a fraction of their full  
17 shifts, and are idle for many hours every day, sometimes entire days. These idle  
18 workers are then instructed by their managers to charge their time to codes that

19 \_\_\_\_\_  
20 <sup>59</sup> See Press Release, U.S. Dep't of Just., Bechtel & AECOM, U.S. Department of Energy (DOE) Contractors, Agree to Pay \$57.75 Million to Resolve Claims of Time Charging Fraud at DOE's Hanford Waste Treatment Plant (Sep. 22, 2020), <https://www.justice.gov/usao-edwa/pr/bechtel-aecom-us-department-energy-doe-contractors-agree-pay-5775-million-resolve-0>

1 misrepresent work being conducted when, in fact, they had downtime—which is  
2 not a payable task under the Contracts. This has resulted in hundreds of thousands  
3 if not millions of dollars of fraudulent charges for idle hourly workers for which  
4 MSA and HMIS claimed payment.

5 146. Sometimes personnel are not assigned any jobs they're able to work in  
6 an entire day; other times working only a few hours, but are always instructed to  
7 charge codes for active work or training for the entire day. For example, pipefitters  
8 are often assigned one or two fire hydrants to service for the whole day, a task that  
9 generally takes one to two hours to complete, but are instructed to bill for the entire  
10 day to the same active charge code.

11 147. As another example, there have been many days when maintenance  
12 personnel were assigned one backflow test for the entire day, and billed to that  
13 charge code. Backflow tests generally take twenty minutes to conduct, but 1-2  
14 hours to complete the whole process from pre-job to completion. However, billing  
15 a full day for multiple employees who did a job that only took 1-2 hours to  
16 complete is egregious.

17 148. Since at least 2016, even when they had no work to do, employees  
18 were directed to bill to active charge codes. MSA management instructed  
19 employees to bill the entire day to the code for the packages worked, regardless of  
20 how long that package took to complete. Mr. Keever and likely other workers have

1 contemporaneous records and daily documentation of these practices. Employees  
2 frequently ask for more work knowing that there are a lot of fire systems across the  
3 Hanford site that need to be inspected and maintained. However, they are often  
4 assigned menial tasks such as working on lawn sprinklers, ice makers, or showers,  
5 and then are instructed to bill the entire day. In 2020, Mr. Keever and another  
6 piperfitter were directed to go to the firehouse to check the shower pressure. The  
7 job took five minutes of work time, but he was instructed to bill five hours for it,  
8 and then bill the rest of the day to the “Preventative Maintenance” charge code,  
9 which MSA instructed workers to use for “standby” or downtime.

10 149. MSA and HMIS management focus on billing full days as opposed to  
11 implementing a functional, compliant scheduling system to keep employees busy  
12 and vital fire systems maintenance completed.

13 150. Upon information and belief, MSA and HMIS billed the United States  
14 the fully burdened cost for the thousands of hours its employees were idle,  
15 ultimately receiving payment for work not done and excessive down time equating  
16 to nearly 70% of the hourly rate reimbursement MSA billed for fire systems  
17 maintenance craft from 2016 to the present.

18 151. HMIS continues the practices of seeking reimbursement for excessive  
19 idle time and billing that fraudulently conveys maintenance and training are being  
20 conducted when they’re not. Under the latest HMIS charge codes, management

1 clearly instructed Mr. Keever, in writing, to bill the entire day to the corresponding  
2 code for the job assignment, regardless of how long the job actually takes. For  
3 example, if they work one job for preventative maintenance (“PM”) that took only  
4 2 hours, they still bill the entire day to the “PM” code. If there is no job  
5 assignment, then they are instructed to bill to the training and management charge  
6 code. This is a continuation of the improper practices employees were instructed to  
7 follow under MSA.

8 152. Maintenance on vital fire systems is not being completed. This false  
9 reporting of fire systems maintenance progress contributes to the concealment of  
10 time fraud. Additionally, contractors’ fraudulent billing to the government for  
11 excessive downtime furthers the false impression that work is being completed  
12 when it is not.

13 153. Since at least 2016, MSA and HMIS management were aware of and  
14 failed to prevent inflated labor hours being charged to DOE and falsely billed DOE  
15 for work not actually performed.

16 **VIII. MSA Fraudulently billed to the COVID-19 charge code.**

17 154. During the pandemic, management directed employees to bill to the  
18 COVID-19 charge code when their assigned work didn’t fill the day. This practice  
19 resulted in hundreds, if not thousands, of hours billed to the COVID-19 charge  
20



1 code in the Spring and Summer of 2020 simply because work was not properly  
2 scheduled.

3 155. When the COVID-19 charge code was available management  
4 instructed workers to leave early and bill the rest of the day “to COVID” instead of  
5 MSA’s regular practice of having employees remain onsite all day with nothing to  
6 do and fraudulently billing to an active charge code.

7 **IX. MSA/HMIS Management Over-Hired Craft and Fraudulently Billed**  
8 **DOE for Unnecessary Overtime and Idle-time at Overtime Rates.**

9 156. Although non-salaried employees working on fire systems  
10 maintenance have considerable idle time, management frequently authorizes or  
11 even requires some of them to work overtime – and have been doing so for the past  
12 five years or more. Because non-salaried employees are typically non-exempt  
13 employees for purposes of the Fair Labor Standards Act, their hourly overtime pay  
14 is at least one and one-half times the regular rate, making unnecessary overtime  
15 pay particularly costly. Defendants request employees to work and, in turn, bill for  
16 overtime on Fridays and on weekends.

17 157. When personnel come in for over-time, they are instructed to stay for  
18 the entire 10-hour shift even if there is not 10 hours of work scheduled. Personnel  
19 often have idle time during overtime shifts. Therefore, Defendants regularly bill  
20 the government for idle time at overtime rates as well.

1 158. Mr. Keever has made disclosures to management about the lack of  
2 work and inappropriate overtime practices.

3 159. Assigning workers overtime causes the contractors to incur higher  
4 labor costs because workers must be paid at costly overtime rates. In turn, this  
5 enables the contractors to seek a larger reimbursement from DOE. This practice  
6 also fraudulently balloons Defendants' administrative and management costs, since  
7 overtime work requires additional superintendents, managers, operations, and other  
8 support personnel.

9 160. Despite excessive idle time, Defendants have and continue to hire  
10 more personnel. In the past few months, they have added several new pipefitters to  
11 the team. HMIS is also adding field work supervisors and electricians to their fire  
12 systems management teams when the current personnel are bored and sometimes  
13 even use personal time to leave early to avoid having to sit around all day.

14 161. Examples of Defendants' practices include: (i) requiring overtime  
15 when not needed; (ii) providing little or no work for extended periods; (iii)  
16 charging time to the last work package worked when there is nothing else to do;  
17 (iv) instructing employees to charge time to active charge codes even when little or  
18 no work was done related to those billing codes; (v) hiring more staff the necessary  
19 and not properly scheduling work so craft are actively working and maintenance is  
20 completed; (vi) claiming a need for additional labor to meet a "backlog" that is a

1 result of failure to utilize craft and conduct maintenance over the last five years or  
2 more; (vii) billing the government for unreasonable and egregious idle time.

3 **X. Misrepresentations and Fraudulent Submissions to DOE Lead to Inflated**  
4 **Award Fees.**

5 162. MSA has received Award Fee Payments based upon its false  
6 certifications regarding compliance and completion criteria.

7 163. MSA falsely reported that it completed various Completion Criteria  
8 identified by each fiscal year's PEMP when it had not completed those items. As a  
9 result, payments of award fees to MSA by DOE have been based in part on these  
10 false reports, resulting in overstated award fees to MSA.

11 164. MSA received award fees for relevant objective Completion Criteria  
12 in each fiscal year since at least 2015. For example, the PEMPs for 2015, 2016,  
13 and 2017 include the Completion Criteria, "Fire protection system maintenance,"  
14 which is assessed based up the "number of preventative maintenance packages  
15 completed" as a percentage.<sup>60</sup> The PEMPs for 2018, 2019, and 2020 contain a  
16 similar Completion Criteria: "Fire Systems- Inspection, Testing and Maintenance"  
17 which is assessed based upon "Percent on-time completion."<sup>61</sup> The 2018, 2019,  
18 and 2020 PEMPS provide some further information on what accounts for this

19 \_\_\_\_\_  
20 <sup>60</sup> MS Contract § J.4.f (2015 PEMP Completion Criteria 1.1.1), MS Contract § J.4.g (2016  
PEMP Completion Criteria 1.1.1), MS Contract § J.4.h (2017 PEMP Completion Criteria 1.1.1).  
<sup>61</sup> MS Contract § J.4.i (2018 PEMP Completion Criteria 1.1.1), MS Contract § J.4.j (2019 PEMP  
Completion Criteria 1.1), MS Contract § J.4.k (2020 PEMP Completion Criteria 1.1).

1 Completion Criteria, stating that the “Objective” is to “Maintain high standard of  
2 fire protection system operability” and that the “[m]easure” for this criterion is the  
3 “[n]umber of preventative maintenance packages completed.”<sup>62</sup>

4 165. As another example, the 2017 PEMP contained the following  
5 objective Completion Criterion: “Apply disciplined work controls to Fire Systems  
6 Maintenance to maximize safety, compliance, and integration with OHCs for site  
7 fire systems.”<sup>63</sup>

8 166. As discussed *infra* at section V of this Complaint, MSA did not  
9 complete the required fire protection systems inspections, testing, and  
10 maintenance, despite reporting it had met these Completion Criteria, as evidenced  
11 by the receipt of award fees. Because DOE was unaware that MSA had not  
12 actually completed required inspections, testing, and maintenance as reported,  
13 DOE’s assessment of award fees was grossly overstated.

14 167. MSA has also received award fees for relevant subjective  
15 Performance Outcomes in each fiscal year since at least 2015. For example, the  
16 PEMPs for 2015-2021, include the Performance Outcome “demonstrate  
17 operational excellence” concerning “business and financial management using  
18 approved purchasing, estimating, property, budget, planning, billing, labor,  
19

20 <sup>62</sup> MS Contract § J.4.i (2018 PEMP PM J20-1), MS Contract § J.4.j (2019 PEMP PM J20-1), MS  
Contract § J.4.k (2020 PEMP PM J20-1).

<sup>63</sup> MS Contract § J.4.h (2017 PEMP Completion Criteria 2.1.5).

1 accounting, and performance measurement systems.”<sup>64</sup> Starting in 2017, this  
 2 Performance Outcome also included the requirement of “providing visibility and  
 3 transparency to DOE with respect to each of the foregoing.”<sup>65</sup>

4 168. Another subjective Performance Outcome, which MSA received  
 5 award fees in 2016, 2017, 2018, 2019, and 2020, is to “[e]xecute the balance of  
 6 contract work scope within the contract requirements, terms, and conditions,  
 7 demonstrating excellence in quality, schedule, management, cost control, small  
 8 business utilization, and regulatory compliance.”<sup>66</sup>

9 169. As discussed *infra* at sections V-IX, MSA has been fraudulently  
 10 billing the government for unreasonable idle time and incomplete, non-compliant  
 11 maintenance. Due to MSA misrepresentations, DOE was unaware that MSA was  
 12 not “demonstrating operational excellence” in its billing, labor, and schedule  
 13 management, therefore the award fees to MSA for these Performance Outcomes  
 14 were grossly overstated between 2015 and 2021.

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16 <sup>64</sup> MS Contract § J.4.f (2015 PEMP, at Performance Incentive 5.1); MS Contract § J.4.g (2016  
 17 PEMP, at Performance Outcome 3.1); MS Contract § J.4.h (2017 PEMP, at Performance  
 Outcome 3.1); MS Contract § J.4.i (2018 PEMP, at Performance Outcome 3.0); MS Contract §  
 18 J.4.j (2019 PEMP at Performance Outcome 3.0); MS Contract § J.4.k (2020 PEMP at  
 Performance Outcome 3.0).

18 <sup>65</sup> MS Contract § J.4.h (2017 PEMP, at Performance Outcome 3.1); MS Contract § J.4.i (2018  
 19 PEMP, at Performance Outcome 3.0); MS Contract § J.4.j (2019 PEMP, at Performance  
 Outcome 3.0); MS Contract § J.4.k (2020 PEMP, at Performance Outcome 3.0).

20 <sup>66</sup> MS Contract § J.4.g (2016 PEMP, at Performance Outcome 3.1); MS Contract § J.4.h (2017  
 PEMP, at PEMP at Performance Outcome 3.1); MS Contract § J.4.i (2018 PEMP, at  
 Performance Outcome 3.0); MS Contract § J.4.j (2019 PEMP, at Performance Outcome 3.0); MS  
 Contract § J.4.k (2020 PEMP, at Performance Outcome 3.0).

1 170. MSA also received award fees in each year from 2015-2021 for the  
2 following subjective Performance Outcome: “Perform work safely and in a  
3 compliant manner that assures the workers, public, and environment are protected  
4 while meeting the performance expectations of the contract.”<sup>67</sup>

5 171. As discussed *infra* at section V, MSA and HMIS have refused to  
6 comply with their respective contracts and required NFPA and related standards.  
7 This scheme to feign compliance and bill for services and materials not performed  
8 or not properly completed has created a worker, public health, and environmental  
9 safety concern because the readiness of many fire control/suppression systems is  
10 indeterminate. Due to MSA misrepresentations, DOE was unaware that MSA was  
11 not “performing work... in a compliant manner” or “meeting the performance  
12 expectations of the contract”, therefore the award fees to MSA for these  
13 Performance Outcomes were grossly overstated from at least 2015-2021.

14 172. From 2015-2021 MSA earned a total of \$130,595,506 in award fees.

15 173. Upon information and belief, MSA’s submissions in support of award  
16 fee payments have fraudulently misrepresented and materially misled DOE about  
17 MSA’s fire suppression systems work, its compliance with safety standards  
18

19 <sup>67</sup> MS Contract § J.4.f (2015 PEMP, at Performance Incentive 5.1); MS Contract § J.4.g (2016  
20 PEMP, at Performance Outcome 3.1); MS Contract § J.4.h (2017 PEMP, at Performance  
Outcome 3.1); MS Contract § J.4.i (2018 PEMP, at Performance Outcome 3.0); MS Contract §  
J.4.j (2019 PEMP, at Performance Outcome 3.0); MS Contract § J.4.k (2020 PEMP, at  
Performance Outcome 3.0).

1 regarding the fire suppression systems, as well as its billing and schedule  
2 management for the same.

3 **CLAIMS**

4 **COUNT I**

5 **Presenting False or Fraudulent Claims for Payment or Approval in Violation of 31**  
6 **U.S.C. § 3729(a)(1)(A)**

7 *(Against All Defendants)*

8 174. Mr. Keever realleges and incorporate by reference the allegations  
9 made in all proceeding paragraphs of this complaint.

10 175. Defendants knowingly presented or caused to be presented to the  
11 United States false or fraudulent claims, by submitting invoices or other requests  
12 for payment or approval for labor costs and related charges involving, among other  
13 things: (a) regular and overtime hours when no work was performed; (c)  
14 unjustified overtime; (d) mischarged employee hours; (e) over-hiring; (f) training  
15 that was not performed or that was substandard; and (g) hours that had been  
16 improperly rounded up and/or block-billed.

17 176. Defendants knowingly presented or caused to be presented to the  
18 United States false or fraudulent claims, by submitting requests and/or seeking  
19 approvals for incentive or award fees for project management, project  
20 performance, achieving cost incentives, and the like.

1 177. The United States, unaware of the falsity of the claims and/or  
2 statements made by Defendants and in reliance on the accuracy thereof, paid  
3 Defendants for such false or fraudulent claims.

4 178. By reasons of the fraudulent acts of Defendants in violation of 31  
5 U.S.C. § 3729 (a)(1), the United States has suffered substantial actual damages,  
6 including the amounts paid in response to all such fraudulent claims for payment,  
7 and the United States continues to be damaged.

8 **COUNT II**

9 Using a False Record or Statement Material to a False or Fraudulent Claim in  
10 Violation of 31 U.S.C. § 3729(a)(1)(B)

11 *(Against All Defendants)*

12 179. Mr. Keever realleges and incorporates by reference the allegations  
13 made in all proceeding paragraphs of this complaint.

14 180. Defendants knowingly made, used, or caused to be made or used, a  
15 false record or statement material to a false or fraudulent claim to the United  
16 States, by certifying through monthly reports, self-evaluations that accompany  
17 award fee requests, and communications regarding project status or otherwise  
18 asserting that requests for payment or approval for labor costs and related charges  
19 involving: (a) regular and overtime hours when no work was performed; (b)  
20 unjustified overtime; (c) mischarged and block-billed employee hours; (d) over-  
hiring; (e) training that was not performed or that was substandard; and (f)



1 improperly rounded hours were accurate, justified, and/or fully compliant with the  
2 Contract(s).

3 181. Defendants knowingly made, used, or caused to be made or used, a  
4 false record or statement material to a false or fraudulent claim to the United  
5 States, by certifying or otherwise asserting that they have properly maintained fire  
6 suppression systems across the Hanford Site. The Contractors' reckless disregard  
7 for the implementation of these key regulatory and contractual requirements has  
8 caused DOE to pay for services premised upon false representations or  
9 certifications.

10 182. Defendants knowingly made, used, or caused to be made or used, a  
11 false record or statement material to a false or fraudulent claim to the United  
12 States, by certifying or otherwise asserting that they have properly trained  
13 employees conducting fire suppression systems maintenance across the Hanford  
14 Site. The Contractors' reckless disregard for the implementation of key regulatory  
15 and contractual requirements related to employee training has caused DOE to pay  
16 for services premised upon false representations or certifications.

17 183. Defendants knowingly made, used, or caused to be made or used, a  
18 false record or statement material to a false or fraudulent claim to the United  
19 States, in submissions required for incentive or award fees.

20

1 184. The United States, unaware of the falsity of the claims and/or  
2 statements made by Defendants and in reliance on the accuracy thereof, paid  
3 Defendants for such false or fraudulent claims.

4 185. By reasons of the fraudulent acts of Defendants in violation of 31  
5 U.S.C. § 3729 (a)(1), the United States has suffered substantial actual damages,  
6 including the amounts paid in response to all such fraudulent claims for payment,  
7 and the United States continues to be damaged.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Mr. Keever, acting on behalf of and in the name of the United  
10 States of America and on their own behalf, demand and pray that judgment be  
11 entered against Defendants for violations of the federal False Claims Act:

12 (i) Ordering them to cease and desist from committing violations of 31  
13 U.S.C. §3730(h) and for damages, attorneys' fees and costs associated with  
14 violations of this provision;

15 (ii) Against Defendants for the amount of the United States' damages,  
16 multiplied as required by law, and for such civil penalties as are allowed by law;

17 (iii) For all attorneys' fees, expenses, and costs of the civil action;

18 (iv) Ordering each of the Defendants, and any successor or subsequent  
19 entity that is in any way owned, operated, funded, or controlled by any Defendant,  
20

1 to submit to and fully fund the implementation of a Corporate Integrity Agreement  
2 (“CIA”) that shall extend for the duration of the HMIS contract;

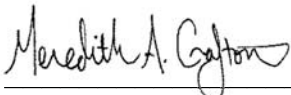
3 (v) In favor of Mr. Keever and the United States for further relief as this  
4 Court deems to be just and equitable; and

5 (vi) Such other relief as this Court deems just and appropriate.

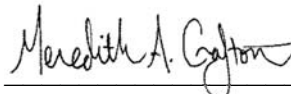
6 Respectfully submitted,

7 By:

8 SMITH & LOWNEY, PLLC

9  for Knoll D. Lowney

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*Counsel for Relator-Plaintiff, Bradley Keever*

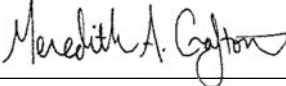
1  
2 **DEMAND FOR A JURY TRIAL**

3 Pursuant to Rule 38 of the Federal Rules of Civil Procedure and the local  
4 rules of this Court, the Relator-Plaintiff demands a jury trial as to all issues so  
5 triable.

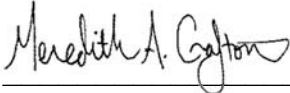
6 Dated: December 15, 2021

7 Respectfully Submitted,

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9  for Knoll D. Lowney

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*Counsel for Relator-Plaintiff, Bradley Keever*