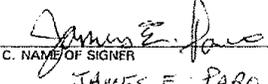


1. CONTRACT NUMBER <b>DE-AC30-07CC60012</b>		2. EFFECTIVE DATE <b>20 Jun 07</b>		3. SOLICITATION NUMBER <b>DE-RP30-07CC60012</b>		4. REQUISITION/PROJECT NUMBER	
5. ISSUED BY U.S. Department of Energy Environmental Management Consolidated Business Center 250 East 5th St., Suite 500 Cincinnati, OH 45202				6. ADMINISTERED BY (If other than Item 5) U.S. Department of Energy Oak Ridge Operations Office (Financial Services Division) P.O. Box 577 Oak Ridge, TN 37831-5777			
7. NAME AND ADDRESS OF CONTRACTOR S&K Aerospace, Inc. 63066 Old Highway 93 St. Ignatius, MT 59865				8. PAYMENT WILL BE MADE BY U.S. Department of Energy Oak Ridge Operations Office (Financial Services Division) P.O. Box 577 Oak Ridge, TN 37831-5777			
9A. DUNS NUMBER <b>557350787</b>		9B. TAXPAYER'S IDENTIFICATION NO.		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input checked="" type="checkbox"/> OTHER (Specify) See Sect G.2			

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12. BRIEF DESCRIPTION  
**Moab UMTRA Project Technical Assistance Contract (TAC)**

13. TOTAL AMOUNT OF CONTRACT		<b>\$22,012,474.00</b>
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		
<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN		A. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 C. NAME OF SIGNER <b>JAMES E. PABO</b>		 B. NAME OF CONTRACTING OFFICER <b>HAROLD D. HINCKS, Contracting Officer</b>
D. TITLE OF SIGNER <b>C.E.O.</b>		C. DATE <b>20 JUNE 2007</b>
E. DATE <b>JUNE 20, 2007</b>		



- F. Award fee available for each period will be as set forth in the Award Fee Plan. Section J, Attachment G, does not commit the Government to the providing of funds, nor waive the Government's right to make a unilateral determination of the amount earned or the methodology for determining award fee. Should the anticipated scope per Contract Line Item performance period increase or decrease by an estimated 5% or greater from the scope as priced in the contract for that period, the Contractor and Government will enter into good faith negotiations to revise the fee pool for that period (and subsequent periods as may be appropriate) accordingly.
- G. The evaluation of contractor performance shall be in accordance with the Award Fee Plan (Section J, Attachment G) of this clause unless otherwise set forth in this contract. The contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. The FDO may at his/her discretion adjust the fee to reflect the contractor's performance of the Statement of Work (SOW) requirements. To the extent not set forth elsewhere in the contract:
- i. The Government shall establish an Award Fee Plan upon which the determination of the total available fee amount earned shall be based. The Award Fee Plan will address all of the requirements of task order performance specified in the task order directly or by reference.
  - ii. A copy of the Award Fee Plan is provided to the Contractor at Section J, Attachment G. Changes to the Award Fee Plan shall be provided to the contractor:
    1. prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
    2. not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the Contracting Officer.
  - iii. The Award Fee Plan sets forth the criteria upon which the contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. The Plan shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
  - iv. The Award Fee Plan may, consistent with the SOW, be revised during the period of performance. The Contracting Officer shall notify the Contractor:
    1. of such unilateral changes at least 90 calendar days prior to the end of the affected evaluation period and at least 30 calendar days prior to the effective date of the change;
    2. of such bilateral changes at least 60 calendar days prior to the end of the affected evaluation period; or
    3. if such change, whether unilateral or bilateral, is urgent and high priority, at least 30 calendar days prior to the end of the evaluation period.

- v. Immediately upon the FDO's final determination of the award fee for the evaluation period, the contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

**B.4 CONTRACT LINE ITEMS (CLINs)**

The following amounts are subject to the availability of funds and are not a guarantee of minimum funding:

**CLIN 001 – Moab Technical Assistance Contract Services (Base Period)  
Period of Performance: (20 Jun 07 – 19 Jun 08)**

TOTAL ESTIMATED COST: \$ 4,173,783  
 BASE FEE: \$ 83,476  
 AWARD FEE: \$ 208,689  
 TOTAL AWARD FEE (Base + Award): \$ 292,165  
 TOTAL CLIN: \$ 4,465,948

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Basic Contract	10572 2007 33 490612 0003876 25200	\$ 2,749,281.97
Mod ##		
Mod ##		
Total		\$ 2,749,281.97

**CLIN 002 – Moab Technical Assistance Contract Services (Option Period 1)  
Period of Performance: (20 Jun 08 – 19 Jun 09)**

TOTAL ESTIMATED COST: \$ 3,858,357  
 BASE FEE: \$ 77,167  
 AWARD FEE: \$ 192,918  
 TOTAL AWARD FEE (Base + Award): \$ 270,085  
 TOTAL CLIN: \$ 4,128,442

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Mod ##	\$<<TBD>>	\$<<TBD>>
Mod ##		
Mod ##		
Total		\$<<TBD>>

**CLIN 003 – Moab Technical Assistance Contract Services (Option Period 2)**  
**Period of Performance: (20 Jun 09 – 19 Jun 10)**

TOTAL ESTIMATED COST:                 \$ 3,992,427  
 BASE FEE:                                     \$ 79,849  
 AWARD FEE:                                 \$ 199,621  
 TOTAL AWARD FEE (Base + Award):   \$ 279,470  
 TOTAL CLIN:                                 \$ 4,271,897

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Mod ##	\$<<TBD>>	\$<<TBD>>
Mod ##		
Mod ##		
Total		\$<<TBD>>

**CLIN 004 – Moab Technical Assistance Contract Services (Option Period 3)**  
**Period of Performance: (20 Jun 10 – 19 Jun 11)**

TOTAL ESTIMATED COST:                 \$ 4,130,774  
 BASE FEE:                                     \$ 82,615  
 AWARD FEE:                                 \$ 206,539  
 TOTAL AWARD FEE (Base + Award):   \$ 289,154  
 TOTAL CLIN:                                 \$ 4,419,928

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Mod ##	\$<<TBD>>	\$<<TBD>>
Mod ##		
Mod ##		
Total		\$<<TBD>>

**CLIN 005 – Moab Technical Assistance Contract Services (Option Period 4)**  
**Period of Performance: (20 Jun 11 – 19 Jun 12)**

TOTAL ESTIMATED COST: \$ 4,360,989  
 BASE FEE: \$ 87,220  
 AWARD FEE: \$ 218,049  
 TOTAL AWARD FEE (Base + Award): \$ 305,269  
 TOTAL CLIN: \$ 4,666,258

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Mod ##	\$<<TBD>>	\$<<TBD>>
Mod ##		
Mod ##		
Total		\$<<TBD>>

**CLIN 006 – Award Fee**

**Period of Performance: (20 Jun 07 – 19 Jun 12)**

Evaluation Period	Award Fee Available	Award Fee (AF) Earned
Period 1	\$ 104,345	TBD after AF determination
Period 2	\$ 104,344	TBD after AF determination
Period 3	\$ 192,918	TBD after AF determination
Period 4	\$ 199,621	TBD after AF determination
Period 5	\$ 206,539	TBD after AF determination
Period 6	\$ 218,049	TBD after AF determination
Total	\$ 1,025,817	TBD after AF determination

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Basic Contract	10572 2007 33 490612 0003876 25200	\$ 166,951
Mod ##		
Mod ##		
Total		\$ 166,951

**CLIN 007 – Associated Program Costs**

TOTAL ESTIMATED COST: \$ 60,000 (Not to Exceed)

Description: In accordance with Section I, DEAR 952.231-70 DATE OF INCURRENCE OF COST (APR 1984) , costs associated with job fairs conducted 23-25 April 2007 in Grand Junction, CO and Moab, UT may be reimbursable. In addition to other terms and conditions of this contract, costs will also need to be supported by auditable receipts for allowable expenses.

**Funds Obligated**

	Accounting and Appropriation Data	Funds Obligated
Basic Contract	10572 2007 33 490612 0003876 25200	\$ 60,000
Mod ##		
Total		\$ 60,000

**B.5 AWARD FEE PROVISIONAL BILLING**

A. The award fee for this contract shall be awarded in accordance with the Award Fee Plan (Section J, Attachment G). Provisional payment of a proportional monthly amount equivalent to 80% of the available award fee for the period will be allowed. Immediately upon the Contracting Officer’s unilateral modification of the contract to reflect the FDO’s final determination of award fee, the Contractor may bill any amount not previously paid or must repay any excess amount paid.

**B.6 LIMITATION OF FUNDS AND FINANCIAL PLANS**

A. Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$ 2,976,232.97. It is estimated that this amount is sufficient to cover performance through 19 Jun 08.

**Funds Obligated – Total Contract**

	<b>Total</b>
<b>CLINs 001 - 005</b>	<b>\$ 2,749,281.97</b>
<b>CLIN 006</b>	<b>\$ 166,951</b>
<b>CLIN 007</b>	<b>\$ 60,000</b>
<b>Total Contract</b>	<b>\$ 2,976,232.97</b>

B. Financial Plans: Cost and Commitment Limitations. In addition to the limitation specified above or elsewhere in this task order, DOE will issue Financial Plans to the contractor to establish controls on the cost and commitments to be made in the performance of this task order. A Financial Plan is a document issued by DOE that provides the contractor with the available funding by administrative control points. The contractor may not spend an amount in excess of the limit stated for each administrative control point.

## **SECTION C**

### **STATEMENT OF WORK**

#### **Statement of Work Moab Technical Assistance Contract**

##### **C.1 CONTRACT PURPOSE AND OVERVIEW**

- a. This is a Technical Assistance Contract, providing technical and administrative services in support of the Moab UMTRA Project.
- b. The contract reflects the application of approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The Contractor has the responsibility for total performance under the contract, including determining specific methods for accomplishing the work.
- c. The purpose of the Moab UMTRA Project (Moab Project) is to remediate the Moab site to the appropriate surface clean-up standards in 40 Code of Federal Regulations (CFR) Part 192; Subparts A, B, and C, and dispose of Residual Radioactive Material (RRM) in a Nuclear Regulatory Commission (NRC) approved disposal cell near Crescent Junction, Utah. DOE’s contracting approach for the Moab Project includes a Remedial Action Contractor (RAC) and a Technical Assistance Contractor (TAC) which is the contractor under this contract. The TAC shall ensure integration of the activities it is required to perform with the activities of the RAC and those activities shall be integrated in a manner that accomplishes the work safely and efficiently. The TAC shall cooperate with the RAC; however, only the Contracting Officer or COR has the authority to direct the TAC in its performance under the contract. The Integrated Execution document (Section J, Attachment I) provides a summary of some of the activities that will require interaction and integration with the RAC. The RAC does not have the authority to direct the TAC under this contract, except to the limited extent specified otherwise in the contract regarding safety. In addition, the TAC does not have the authority to direct the RAC, except to the limited extent specified otherwise in the contract regarding safety.
- d. All coordination between the TAC and the RAC shall be in accordance with the approved Integration Plan described at SOW paragraph C.3.8.

##### **C.2 CONTRACTOR PERFORMANCE**

- a. The TAC shall furnish all personnel, facilities, equipment, material, services, and supplies (except as set forth in this contract to be furnished by the DOE or others), and otherwise do all things necessary to accomplish work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the contract. In performing the work, the TAC shall comply with all applicable DOE orders and local, state, and federal regulations.
- b. The TAC shall be responsible for planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this Statement of Work (SOW).

- c. Unless specified otherwise in the contract, the TAC shall be responsible for the operations, environment, safety, health, and quality control within its own organization. The TAC shall be responsible for its own project management functions. The TAC will also be responsible for activities pertaining to project management, environment, safety, health and quality control outside of its organization as specified in the contract.

### **C.3 CONTRACT OBJECTIVES**

#### **C.3.1 RECORDS MANAGEMENT**

- a. The TAC has overall responsibility for Records Management for the Moab UMTRA Project and will develop and implement a program that meets the requirements of DOE Order 243.1, Records Management Program, the Federal Records Act, P.L. 81-574, and all other relevant statutes, regulations and DOE Orders.
  - i. The TAC is responsible for management of all records related to the Moab UMTRA Project through all phases of the records life cycle: creation, collection, maintenance, use, and disposition. The TAC shall assist DOE in responding to information requests and provide assistance in the production and review of documents.
  - ii. The TAC shall provide records management services and maintain responsibility for all records in a variety of media including paper, microfilm, and electronic. Records may relate to project management, project engineering and design, safety and health, compliance, etc. and may be memoranda, analytical data, construction drawings, management assessment reports, etc.
- b. The RAC is responsible for performing its own internal records management functions. Records in the possession of the RAC that are necessary for the TAC's Records Management activities under this contract will be provided to the TAC.

#### **C.3.2 TRAINING**

- a. The TAC will provide all required training to all site personnel included RAC, TAC, DOE and visitors with the exception of the training listed in SOW paragraph C.3.2.e. The training program includes the training requirements identified at Section J, Attachment J. The TAC will utilize the most cost-effective and efficient means for providing the required training.
- b. The TAC will develop and/or provide specialized training as requested by DOE.
- c. The TAC will maintain accurate training records and data pertaining to training activities and maintain current training records for all RAC, TAC, subcontractor, and DOE personnel and provide reports, as required, to support specific site-access qualifications, employee qualification cards, and other appropriate report requests.
- d. The TAC will maintain an electronic training system database accessible to all TAC and DOE personnel which provides information on training availability, course information, and electronic registration. The TAC will coordinate with DOE changes and upgrades to the system.

- e. Training will be provided by the RAC in the following areas. The TAC shall obtain training as necessary in these areas from the RAC. The TAC shall maintain the records for the training in accordance with Section C.3.2.c. above:
  - 1. All required OSHA training (as pertains to the activities being conducted by the RAC).
  - 2. DOE Radiological Worker II training in order to comply with training requirements in 10 CFR 835.
  - 3. Exclusive Use Shipping Requirements Training in accordance with applicable DOT regulations.
  - 4. HAZMAT Training Requirements of 49 CFR 172.704.
  - 5. DOT Federal Motor Carrier Regulations training.

### **C.3.3 INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS INFRASTRUCTURE**

- a. The TAC shall provide an Information Technology (IT) infrastructure and services for the Moab UMTRA Project for all Project sites and office locations, including the Grand Junction Office, and for all Contractor (RAC and TAC) and DOE personnel, except as noted in C.3.3.c. This includes providing servers, a network, internet access, Help Desk, training support, associated software applications, printers, miscellaneous hardware, planning, acquisition, and maintenance. The TAC shall comply with all Federal and DOE IT-related orders and directives, as well as Environmental Management policies and procedures.
- b. The TAC shall provide Telecommunications infrastructure and services, including maintenance, for the Moab UMTRA Project and all Project sites and office locations, including the Grand Junction Office, and for all Contractor and DOE personnel, except as noted in C.3.3.c. This includes, but is not limited to, computer-based exchange, telecommunications switching equipment, telephone cable systems, relocation of telephones, facsimile services, radio communications support, and teleconferencing and videoconferencing services.
- c. The RAC will provide and maintain its own desk phones, cell phones, and walkie talkies and will provide its own computer equipment, hardware, and software. The RAC will ensure its equipment, hardware, and software are compatible and in compliance with the TAC's infrastructure and communication system.
- d. The TAC is responsible for providing its own telecommunications equipment.

### **C.3.4 SAFEGUARDS AND SECURITY**

- a. The TAC will develop and implement a Safeguards and Security program as specified in DOE Order 470.4, Safeguards and Security Program, DOE Manual 470.4-1 Safeguards and Security Program Planning and Management and DOE Order 205.1A, Department of Energy Cyber Security Management, and update such program as may be required. The Program will be tailored to the site-specific requirements of the Moab UMTRA Project and will encompass all Project sites and office locations. This includes providing security badges for DOE employees, RAC and TAC contractor personnel, subcontractors and visitors. The TAC will be

responsible for coordinating with the RAC to ensure compliance with all requirements. The RAC is also responsible for implementation of safeguards and security in accordance with DOE M 470.4 as well as compliance with the TAC's safeguards and security program.

- b. The RAC is responsible for site access control and access to radiological areas. The RAC is responsible for implementing badging requirements consistent with the DOE M 470.4 at the Moab and Crescent Junction sites. The TAC shall ensure that it complies with the RAC's site access control requirements and requirements for access to radiological areas. In accordance with the RAC's procedures and processes, the TAC will have such access as is necessary to perform activities required under this contract.
- c. The TAC is responsible for providing badges consistent with the DOE M 470.4.2 at the Grand Junction Office.
- d. The RAC is responsible for safeguarding the RRM, including during shipment activities. The TAC is responsible for assisting DOE in the oversight of such activities.

### **C.3.5 PUBLIC AFFAIRS/COMMUNITY RELATIONS**

- a. The TAC will support DOE in interfacing with community and other stakeholders and will coordinate with the RAC to fulfill this requirement.
- b. The TAC will be responsible for updating the Public Participation Plan as necessary, but at least on an annual basis, writing articles for and coordinating publication and distribution of a project newsletter, coordinating capture of raw video footage of Moab UMTRA Project activities, preparing fact sheets and press releases, maintaining and updating the Project website, and keeping all Moab UMTRA Project reading rooms current with project documents.
- c. The TAC will support DOE in preparing for public/stakeholder meetings, including renting meeting rooms and placing announcements in local papers for each meeting. The TAC will coordinate Owner relations activities (primarily vicinity property matters), as they relate to private properties in the vicinity of the Moab UMTRA Project site.

### **C.3.6 PROPERTY MANAGEMENT**

- a. The TAC shall be responsible for maintaining a DOE approved Real and Personal Property Management Program for all Moab UMTRA Project real and personal property interests, including fleet management for DOE-owned and GSA-leased vehicles, in accordance with all DOE requirements.
- b. The TAC shall provide support to DOE for the accountability, control, utilization, management, maintenance, and disposition of all real and personal property valued above associated with the Moab UMTRA Project and shall maintain the Facility Information Management System (FIMS) database for all real property records and the Personal Property Management System (PPMS) database for all accountable personal property.
- c. Work shall include responding to all FIMS data calls, an annual review of real property records to ensure that all assets are accurately reported in the FIMS database and that all required source documentation is complete and accurate.

Personal property work shall include an annual custodian confirmation process and physical inventory to assure that personal property is being accounted for in accordance with applicable Federal property management regulations.

- d. The TAC will be responsible for tracking, arranging schedules, routine maintenance and upkeep of the Government owned vehicles, as well as administrative activities for the Government owned vehicles such as tracking odometer readings, signing in and out, and other similar activities. The TAC will establish and maintain a program to optimize the utilization of the Government owned vehicles at the sites and office locations.
- e. The TAC will be responsible for coordinating with the RAC to ensure the Moab UMTRA Project's compliance with all real and personal property management requirements.
- f. The TAC shall provide grounds maintenance revegetation within the Moab site boundary outside of the contaminated areas.

### **C.3.7 DOCUMENTATION SUPPORT, GRAPHICS, REPRODUCTION**

- a. The TAC shall provide comprehensive document production support, graphics development, reproduction and printing services, website creation, and technical writing and editing as required for daily Moab Project operations at all Project sites and office locations. Such support shall be provided for DOE and the RAC. These services include, but are not limited to the production and distribution of technical papers, pamphlets, brochures, reports, presentation materials, and other written and graphic documents needed to support the Project.
- b. The TAC shall coordinate with authors and program managers to meet their requirements. The TAC shall be capable of handling documents from the rough draft state through production of a camera-ready copy. The TAC shall provide reproduction and duplication and printing services as required, either internally or through Government Printing Office (GPO) contracts.

### **C.3.8 PROJECT INTEGRATION**

- a. DOE's contracting approach for the Moab Project includes a Remedial Action contractor (RAC) and a Technical Assistance contractor (TAC), which is the contractor for this statement of work. The RAC/TAC model was previously used by the DOE Uranium Mill Tailings Remedial Action (UMTRA) program in the successful management of 22 UMTRA sites.
- b. The TAC shall process, integrate, track, analyze, and report data for the entire Moab UMTRA Project concerning the following areas: project management, project control, life cycle planning, performance measurement, budget formulation and execution, and financial management. The TAC shall coordinate with the RAC, as necessary, in order to consolidate data for all project activities and contracts in accordance with DOE requirements and evaluate and reconcile the data to ensure quality and accuracy of deliverables.
- c. The TAC shall and track and report obligations and costs by individual funding source, and provide support to DOE to ensure that obligations and costs do not exceed available funding levels. The TAC shall coordinate with the RAC as necessary.

- d. The TAC shall prepare a Project Execution Plan (PEP) in accordance with DOE Order 413.3A to establish the policies and procedures to be followed to manage and control the execution of activities required by this SOW as well as that anticipated for follow-on technical assistance contracts. The TAC shall coordinate with the RAC, as necessary, and support DOE in integrating Project Execution Plan information for both contracts; evaluating and recommending improvements; and finalizing the Final PEP for the Moab UMTRA Project.
- e. The TAC will develop a Performance Baseline in accordance with DOE Order 413.3A for the activities required by this Statement of Work as well as that anticipated for follow-on technical assistance contracts, support DOE in integrating Performance Baseline information from both RAC and TAC contracts, evaluate and recommend improvements, and review, revise, and finalize the Moab UMTRA Project Performance Baseline.
- f. The TAC shall support DOE in planning and managing the Critical Decision (CD) 2/3b approval process to ensure that the form and content of all documents and actions required for CD-2/3b approval meet the requirements of DOE Order 413.3A. This will include coordinating with the RAC, as necessary, to ensure all requirements for approval are met; supporting DOE in integrating and consolidating information and documents to represent the total Moab UMTRA Project; and compiling the package, presentation, and any other materials needed to ensure CD 2/3b approval.
- g. The TAC will establish, maintain, and use a Project Control Management System that accurately reflects the status of RAC and TAC activities relative to cost and schedule performance and tracks progress against the approved baseline. The TAC will coordinate with the RAC, as necessary, and support DOE in consolidating earned value data for the Technical Assistance Contract and the Remedial Action Contract to integrate all Project work scope with all schedule and cost elements and facilitate Total Project Earned Value Management. The TAC will periodically report to DOE on Total Project earned value and will assist DOE in interpreting, analyzing, and reporting earned value data. The Project Control Management System shall be fully integrated with the financial accounting systems to ensure consistent reporting of costs. The TAC's system shall meet the following requirements:
  - (1) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;
  - (2) DOE Manual 413.3-1-1, Project Management for the Acquisition of Capital Assets, March 28, 2003.
  - (3) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999, and subsequent updates;
  - (4) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999, and subsequent updates;
  - (5) HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999.

- h. The TAC shall coordinate with the RAC, as necessary, and assist DOE in maintaining and inputting Moab UMTRA Project data into various DOE business systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS) in accordance with prescribed procedures and DOE direction. The RAC will provide information to the TAC for input into these systems.
- i. At the direction of DOE, the TAC shall participate in meetings, conference calls, conferences, and other similar forums relating to Project Integration responsibilities and shall be available to respond to informal DOE requests for information related to Integrated Project Management.
- j. The TAC shall provide consolidated data to DOE in the form of reports, briefing materials, planning and budgeting submittals, data calls, and ad hoc requests.
- k. The TAC shall provide to the Contracting Officer within 30 days after award, an integration plan which includes information to be provided by the RAC to the TAC, as well as information to be provided by the TAC to the RAC. Any changes or requests for changes to the integration plan shall be provided to the Contracting Officer within 30 days of such changes being implemented.

### **C.3.9 CHANGE CONTROL ADMINISTRATION AND PERFORMANCE MANAGEMENT**

- a. The TAC is responsible for Moab UMTRA Project Change Control Administration in accordance with the requirements of DOE Order 413.3A for changes to project baselines. Change Control shall be managed to ensure that changes are identified, evaluated, coordinated, controlled, reviewed, approved/disapproved, and documented in a manner that meets all DOE requirements. The TAC will coordinate with the RAC, as necessary, and will support DOE to ensure that Change Control requirements are met.

### **C.3.10 GROUND WATER INTERIM ACTION**

- a. The TAC will be responsible for the design, implementation, operation, and maintenance of Interim Ground Water corrective actions. The TAC is also responsible for the management and operation of the extraction and injection wells. The management and operations of the evaporation pond that is fed by the Interim Ground Water corrective action wells is the RAC's responsibility. The TAC will coordinate its activities with the activities of the RAC to provide continuous and seamless execution of all ground water-related activities at the Moab Site and to ensure compliance with the U.S. Fish and Wildlife Service Biological Opinion contained in the final Moab UMTRA Project Environmental Impact Statement.
- b. The TAC will operate and maintain the existing ground water interim action well field. If directed by DOE, the TAC shall expand the well field. The TAC will implement the Initial Ground Water action in the backwater areas adjacent to the Moab Site as necessary. The TAC will perform surface and ground water sampling and analysis and prepare validation data packages for sampling data.
- c. The TAC will evaluate the extraction and injection systems and report on any changes to the current understanding of the interactions between ground water and surface water. If indicated by the data collected, the existing conceptual model will be updated using the most recent sampling and performance evaluation results. The TAC will prepare an annual groundwater performance report.

- d. The TAC will prepare a summary report on the biota monitoring and data quality objectives to address the several reasonable and prudent measures identified by the U.S. Fish and Wildlife Service in its Biological Opinion for surface water and ground water remediation at the Moab Site.

### **C.3.11 QUALITY ASSURANCE**

- a. The TAC will provide a Quality Assurance program for the overall Moab UMTRA Project in accordance with DOE Order 414.1C and DOE Order 226.1. The RAC will develop its own quality assurance program for its operational aspect. The TAC shall integrate the RAC's program requirements into the overall quality assurance program for the Moab UMTRA program. The TAC will be responsible for continuously pursuing enhancements to quality, safety, and reliability.
- b. The TAC shall maintain a written Quality Assurance Plan based on DOE Order 414.1C or the latest revision and shall submit it to DOE for review and approval annually.
- c. The TAC shall support DOE by performing Quality Assurance Independent Assessments and Surveillances of Moab UMTRA Project activities as needed and shall prepare and distribute "lessons learned" reports to encourage improvements based on experience. The TAC shall maintain a database to record nonconformance and corrective actions activities.

### **C.3.12 ENVIRONMENT, SAFETY, AND HEALTH SUPPORT**

- a. The TAC shall provide overall programmatic Environment, Safety, and Health (ES&H) support to DOE for the Grand Junction Office, the Moab site and the Crescent Junction site. The TAC will coordinate with the RAC to accomplish these requirements. The RAC shall maintain its own ES&H program for its activities.
- b. The TAC will assist DOE in ensuring that all radioactive waste is managed in a manner that is protective of worker and public health and safety, and the environment in accordance with DOE Order 435.1 and will assist DOE in ensuring the implementation of sound stewardship practices that are protective of the air, water, land, and other natural and cultural resources impacted by the DOE operations in accordance with DOE Order 450.1 to ensure DOE cost-effectively meets or exceeds compliance with applicable environmental; public health; and resource protection laws, regulations, and DOE requirements.
- c. The TAC will perform independent appraisals of work performed by the RAC, both scheduled and unannounced with the approval of the DOE. The TAC will create a structured approach for conducting all appraisals and is responsible for coordinating, scheduling, and performing them; reporting their results; and conducting any required follow-up activities. The TAC shall submit its proposed structured approach to DOE for review and approval before commencing ES&H support activities.
- d. The appraisals shall be tied to critical remedial action construction activities such as disposal cell excavation, contaminated material placement, radon barrier placement, tailings transportation, erosion protection, and general construction.

- e. The TAC shall develop and maintain an internal ES&H program for its own activities to ensure the protection of workers, the public, and the environment in accordance with applicable DOE orders.

### **C.3.13 VICINITY PROPERTY INCLUSION SURVEYS**

- a. The TAC shall perform Inclusion/Exclusion surveys on selected vicinity properties to determine if they contain residual radioactive material in excess of Uranium Mill Tailings Radiation Control Act cleanup standards and shall submit reports to DOE documenting the results of each survey. After DOE determines that a particular vicinity property will be included or excluded, the TAC will perform further radiological assessment as necessary and required by DOE.

### **C.3.14 AUGMENTED TECHNICAL ASSISTANCE**

- a. In addition to the services previously described in this Statement of Work, with Contracting Officer approval, the TAC shall perform technical and administrative services as directed by DOE under this contract which are related to the missions of the Moab UMTRA Project and are within the capabilities of the TAC, are within the general scope of this contract, and which are in accordance with policies and procedures established by DOE.

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 PACKAGING**

- a. Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- b. Reports deliverable under this contract shall generally be mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. If urgency requires overnight mail services, the Contractor shall use the government negotiated shipping rate with Federal Express when it is less costly than the shipping rate for similar services provided by the U.S. Postal Services or the Contractor's carrier of choice.
- c. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

#### **D.2 MARKING**

- a. Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - 1. Identifies the contract by number under which the item is being delivered.
  - 2. Identifies the deliverable Item Number or Report Requirement which requires the delivered items.
  - 3. Indicates whether the Contractor considers the delivered item to be a draft or partial delivery, or full satisfaction of the requirement.
- b. For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) as specified in Section G.4 or other duly authorized Government representative. Inspections will be conducted in accordance with FAR clause 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984).

#### **E.2 ACCEPTANCE**

Acceptance of all work and effort under this contract (including "Reporting Requirements") shall be accomplished by the Contracting Officer after concurrence by the COR or other duly authorized Government representative.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 TERM OF CONTRACT**

The basic term of this contract will be from the date of award through Jun 19, 2008. At the Government's option, this contract may be extended for up to four twelve (12) month Option periods pursuant to FAR 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000). The total duration of this contract may be up to, but not more than five years.

#### **F.2 PRINCIPLE PLACE OF PERFORMANCE**

The principle place of performance will be at the following sites:

U.S. Department of Energy Grand Junction Office 2597 B3/4 Road Grand Junction, CO 81503	(relocation address: est. Sep 07) 200 Grand Avenue Grand Junction, CO 81501
--	---

U.S. Department of Energy  
Disposal Cell Site  
Crescent Junction, UT

U.S. Department of Energy  
Moab Remediation Site  
Moab, UT

#### **F.3 DELIVERABLES**

The required deliverables are as identified in Section J, Attachment B.

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 CORRESPONDENCE PROCEDURES**

All correspondence submitted by the Contractor (*except for invoices and reports*) shall be subject to the following procedures:

- a. Technical Correspondence. Technical correspondence concerning performance of this contract (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with a concurrent information copy of the correspondence provided to the assigned DOE Contracting Officer as specified in Section G.
- b. Non-technical Administrative Correspondence. All other correspondence shall be addressed to the designated DOE Contracting Officer, with a concurrent information copy of the correspondence provided to the DOE COR as specified in G.3.
- c. Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. DE-AC30-07CC60012. (Insert subject topic after contract number, e.g., "Request for Change in timing requirements for Deliverables")".

#### **G.2 SUBMISSION OF VOUCHERS/INVOICES**

- a. The Contractor shall submit invoices on a monthly basis (within 5 work days after the last day of each month) in accordance with the FAR 52.232-25 PROMPT PAYMENT (OCT 2003). The Government will make payments to the Contractor by electronic funds transfer not later than fifteen (15) calendar days after receipt of an acceptable cost invoice from the Contractor.
- b. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the Contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Original to:

U.S. Department of Energy  
Oak Ridge Operations Office  
ATTN: Financial Services Division  
P.O. Box 5777  
Oak Ridge, TN 37831-5777  
1-888-251-3557

One electronic copy to:

Harold D. Hincks, Contracting Officer  
EMCBC  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
513-246-0586  
[david.hincks@emcbc.doe.gov](mailto:david.hincks@emcbc.doe.gov)

One hard copy and one electronic copy to:

Gail A. Majors, Moab TAC Project Manager  
U.S. Department of Energy  
Grand Junction Office  
2597 B3/4 Road  
Grand Junction, CO 81503  
[gail.majors@gjo.doe.gov](mailto:gail.majors@gjo.doe.gov)

(relocation address: est. Sep 07)  
200 Grand Avenue  
Grand Junction, CO 81501

### **G.3 CONTRACT ADMINISTRATION**

The contract will be administered by:

**Contracting Officer:**

Harold D. Hincks, Contracting Officer  
EMCBC  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
(513) 246-0586  
[david.hincks@emcbc.doe.gov](mailto:david.hincks@emcbc.doe.gov)

**Contracts Specialist:**

Angela Cooney, Contracts Specialist  
U.S. Department of Energy  
250 East 5th Street, Suite 500  
Cincinnati, Ohio 45202  
(513) 246-0562  
[angela.cooney@emcbc.doe.gov](mailto:angela.cooney@emcbc.doe.gov)

### **G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

**The COR for this contract is:**

Gail A. Majors, Moab TAC Project Manager  
U.S. Department of Energy  
Grand Junction Office  
2597 B3/4 Road  
Grand Junction, CO 81503  
(970) 248-6010  
[gail.majors@gjo.doe.gov](mailto:gail.majors@gjo.doe.gov)

(relocation address: est. Sep 07)  
200 Grand Avenue  
Grand Junction, CO 81501

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the Offeror, contained in its proposal dated 2 May 2007, are hereby incorporated by reference and made a part of this contract.

#### **H.2 TECHNICAL DIRECTION**

Performance of the work under this contract shall be subject to DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000).

#### **H.3 NON-SUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract in any manner that may constitute the establishment of an "employer-employee" relationship. The Contractor's employees shall be accountable solely to the Contractor's management, who in turn are responsible to the Government.

#### **H.4 MODIFICATION AUTHORITY**

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

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

#### **H.5 CONFIDENTIALITY OF INFORMATION**

a. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or private companies (such as the site operating Contractor), the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

1. Information which, at the time of receipt by the Contractor, is in the public domain;
2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

4. Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- b. The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- c. The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
- d. The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the Contractor's personnel.
- e. This clause shall flow down to all appropriate subcontracts.

#### **H.6 RESERVED**

#### **H.7 CONTRACTOR EMPLOYEE TRAINING**

The TAC shall ensure that all TAC and TAC subcontractor employees attend mandatory DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (usually within 30 days of the first date of performance on this contract and at least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

#### **H.8 SAFETY IN THE WORK AREA**

The Contractor shall take all reasonable safety precautions in the performance of the work under this contract.

#### **H.9 INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

In accordance with the contract clause 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997), the following types and minimum amounts of insurance are required during the performance of this contract:

- a. Worker's Compensation and Employer's Liability Insurance:
  - (1) The amount required under applicable Workers Compensation and Occupational Disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- b. General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

- c. Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy, and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **H.10 LOBBYING RESTRICTIONS**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulations.

## **H.11 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS**

In performing or by performing this contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful offeror, its employees and subcontractors. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) apply to this contract.

## **H.12 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS**

### **H.12.1 PROJECT CONTROL SYSTEM**

- (a) As described in Section C.3.8, the Contractor shall establish, maintain and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks progress against the approved baseline. The Contractor shall maintain a project control system in accordance with the following requirements:

- (1) DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;

- (2) DOE Manual 413.3-1, Project Management for the Acquisition of Capital Assets, March 28, 2003.

- (3) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999, and subsequent updates;

- (4) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999, and subsequent updates;

- (5) HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999.

- (b) The Contractor shall provide the Contracting Officer with a detailed written description of the proposed project control system for review and approval within 30 days after award of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.
- (c) The Contracting Officer's Representative or designated representatives will conduct a compliance review of the Contractor's proposed project control system to determine if the description and procedures meet the intent of this contract clause.

#### **H.12.2 BASELINE DEVELOPMENT AND COST COLLECTION**

- (a) The Contractor shall develop and submit a Moab TAC baseline consistent with the terms and conditions of this contract and their proposal within 45 days after award. The baseline shall be developed in accordance with DOE Order 413.3A and include all of the scope identified in the Statement of Work (SOW). The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The Contractor shall develop the WBS levels (at minimum Level 4 for submittal to DOE), which will represent the Project Baseline Summary (PBS) level.
- (b) Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with DOE Order 413.3A. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect and fee. The project control system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC) along with tracking of each of the Cost and Schedule.
- (c) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Each subproject and the PBS will have an assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a maximum at least one level below the PBS to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the PBS and total project levels.
- (d) The Government will use earned value to determine the Contractor's performance.
- (e) The Contractor shall analyze proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the Cost and Schedule.
- (f) Any Contractor requested changes or DOE directed written changes shall be addressed through the established change control process detailed in Section H.12.4.
- (g) The Contractor shall provide variance analyses for differences between planned and actual performance against the total project baseline and the Cost and Schedule. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE at the sub-project level. Performance metrics (i.e., quantities) will be established for all technical work scope unless otherwise approved by the Contracting Officer. For variances greater than  $\pm 10\%$ , the analyses shall detail the causes for variance and corrective actions required.
- (h) The EAC for the project shall be evaluated monthly, or as needed, to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.

- (i) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the sub-projects.
- (j) Costs shall be collected at a charge number level, including the work elements identified in Section C, and be able to be summed through the WBS, PBS and by major Contractor functional organization. Incorrect charges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

### **H.12.3 PROJECT REPORTING**

- (a) The Contractor shall provide monthly status reports in a format approved by the Contracting Officer. At a minimum, the status shall include cost and schedule variance at a level 4 WBS with rollup to the subproject and PBS, the status of major milestones, and critical technical or programmatic issues.
- (b) Semi-Annual Critical Analysis Report (SCAR). Every six months, the Contractor shall prepare and submit a comprehensive report that critically analyzes the overall status of the baseline as well as any key metrics. This report shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.
- (c) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the Baseline, and the approved WBS. The Contractor's reporting system shall be able to provide for the following at the subproject and PBS level:
  - Timely incorporation of contractual changes affecting estimated cost and schedule
  - Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.
  - Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.
  - Revisions to the contract estimated costs for DOE-directed changes to the contractual effort
- (d) The Contractor shall provide the Contracting Officer, or the Contracting Officer's Representative, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the Contracting Officer for control and approval authority, except during compliance reviews.

### **H.12.4 BASELINE CHANGE MANAGEMENT**

- (a) The integrated scope, cost and schedule baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:
  1. Necessitated by significant project delays, events or other impacts

2. The parties have negotiated an equitable adjustment in accordance with the Section I clause entitled, "Changes-Cost-Reimbursement" or other clauses of this contract.
3. The approval authority for any change to the Contract Baseline shall be the Contracting Officer.
4. Specific change control time frames for consideration and approval will be established by the Contracting Officer. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of internal change control dispositioned records and EM Configuration Change Control Board records resides with DOE.
5. Any changes to contract Cost, Schedule or Fee shall be executed only through a contract modification by the Contracting Officer pursuant to the contract terms and conditions. Approved internal change control modifications to the Performance Measurement Baseline (PMB) may not imply the need for changes to the Contract Cost, Schedule or Fee.

#### H.13 CONTRACT OVERSIGHT

- (a) The Contractor shall expect routine surveillance and observation of their work by DOE personnel and shall correct violations of laws, regulations, DOE Orders, Standards or site mandated rules, upon discovery or when brought to its attention by the Contracting Officer or the Contracting Officer's Representative, within one working day. The Contractor shall correct all other deficiencies within five working days. Suggestions for the improvement of contractually mandated work shall be enacted upon mutual agreement between the Contractor and the Contracting Officer or Contracting Officer's Representative. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the Contracting Officer's Representative or his/her assigned representative.
- (b) The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the Contracting Officer or Contracting Officer's Representative during the conduct of these oversight activities. The four (4) fundamental areas of oversight that may be conducted during the course of the execution of this contract are as follows:
  1. **Project Management Oversight:** Includes daily field inspections and the weekly and monthly assessment of the project status, to determine and validate project performance.
  2. **Contract Management Oversight:** Administration and monitoring of the contract will be performed by the Task Manager, Contracting Officer's Representative or their designee. All information and documentation relinquished by the Contractor will be retained by the Contracting Officer's Representative for the Contract File.
  3. **Assessments:** DOE or other regulatory agencies may conduct assessments of the Contractor's performance. Notice of these performance assessments will be given to the Contractor fourteen (14) calendar days in advance of the assessment.

4. **Self Assessment:** DOE oversight will focus primarily on a safe, accelerated cleanup of the Moab site. The Contractor shall respond to DOE oversight and to concerns, findings and observations during the conduct of these oversight activities. The Contractor should conduct self assessments of their performance in critical areas to ensure compliance during external assessments.

#### **H.14 OTHER GOVERNMENT CONTRACTORS**

- (a) The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by an other Contractor or Government employees. If DOE determines that the Contractor's activities may interfere with another DOE Contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

#### **H.15. LABOR RELATIONS**

- (a) The Contractor (S&K Aerospace, Inc. and its teaming partners and subcontractors) shall respect the right of employees to self-organization and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of these activities. The Contractor shall develop and implement labor relations policies that will promote orderly collective bargaining relationships, equitable resolution of disputes, efficiency and economy in operations, and the judicious expenditure of public funds.
- (b) At contract award, there exists a Collective Bargaining Agreement between S.M. Stoller Corp (the incumbent Moab TAC Contractor) and the Union (USW and Local 12-655, AFL-CIO) dated 28 Oct 05. The Contractor is not required to become a signatory to or assume the current CBA. However, the Contractor shall, if required by and consistent with applicable labor laws and regulations, negotiate in good faith with the Union or any other Collective Bargaining Unit.
- (c) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans. The Contractor shall provide the Contracting Officer with a copy of the collective bargaining agreement within 60 days after formal ratification.
- (d) The Contractor shall consult with the Contracting Officer prior to and during the course of negotiations with labor unions, and during the term of resultant contracts, on economic issues and other matters that have a potentially significant impact on work rules, make-or-buy decisions, or other matters that may cause a significant deviation from past customs or practices.

- (e) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
  - (1) Possible strike situations affecting the facility;
  - (2) Referral to the Energy Labor-Management Relations Panel;
  - (3) The National Labor Relations Board at any level;
  - (4) Recourse to procedures under the Labor-Management Act of 1947 as amended, or any other Federal or state labor law; and
  - (5) Any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.
  
- (f) "Labor organization," as used in this clause, shall have the same meaning it has in 42 U.S.C. 2000e (d).

# SECTION I

## CONTRACT CLAUSES

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

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

I.2	52.202-1	DEFINITIONS (AS MODIFIED BY 952.202-1) (JUL 2004)
I.3	952.202-1	DEFINITIONS (MAR 2002)
I.4	52.203-3	GRATUITIES (APR 1984)
I.5	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I.6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
I.7	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
I.8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.10	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
I.11	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
I.12	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
I.13	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
I.14	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
I.15	952.204-2	SECURITY (MAY 2002)
I.16	952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
I.17	952.204-75	PUBLIC AFFAIRS (DEC 2000)
I.18	952.208-70	PRINTING (APR 1984)
I.19	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
I.20	952.209-72	ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1997)
I.21	52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
I.22	52.215-8	ALTERNATE III (JUN 1999)
I.23	52.215-15	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
I.24	52.215-18	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
I.25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
I.25	52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002)
I.26	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)

I.27	52.217-9	<b>OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</b> The blanks in the clause are filled in as follows: Para (a)(first): "Thirty (30) days before the end of the period" Para (a)(second): "Sixty (60)" Para (c): "Five (5) years"
I.28	952.217-70	<b>ACQUISITION OF REAL PROPERTY (APR 1984)</b>
I.29	52.219-6	<b>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)</b>
I.30	52.219-8	<b>UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)</b>
I.31	52.219-14	<b>LIMITATIONS ON SUBCONTRACTING (DEC 1996)</b>
I.32	52.219-17	<b>SECTION 8(a) AWARD (DEC 1996)</b> The blanks in the clause are filled in as follows: "U.S. Department of Energy (DOE)"
I.33	52.219-22	<b>SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)</b>
I.34	52.222-1	<b>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</b>
I.35	52.222-3	<b>CONVICT LABOR (JUN 2003)</b>
I.36	52.222-4	<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)</b>
I.37	52.222-21	<b>PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</b>
I.38	52.222-26	<b>EQUAL OPPORTUNITY (APR 2002)</b>
I.39	52.222-35	<b>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)</b>
I.40	52.222-36	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)</b>
I.41	52.222-37	<b>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)</b>
I.42	52.222-39	<b>NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)</b>
I.43	52.222-41	<b>SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)</b>
I.44	52.222-42	<b>STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)</b>
I.45	52.222-43	<b>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)(MAY 1989)</b> (see list at Section J, Attachment I)
I.46	52.223-3	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)</b> (Insert "None" in the blank in paragraph (b) of the clause)
I.47	52.223-5	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) ALTERNATE I (AUG 2003)</b>
I.48	52.223-6	<b>DRUG-FREE WORKPLACE (MAY 2001)</b>
I.49	52.223-10	<b>WASTE REDUCTION PROGRAM (AUG 2000)</b>
I.50	52.223-12	<b>REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)</b>
I.51	52.224-1	<b>PRIVACY ACT NOTIFICATION (APR 1984)</b>
I.52	52.224-2	<b>PRIVACY ACT (APR 1984)</b>
I.53	952.224-70	<b>PAPERWORK REDUCTION ACT (APR 1994)</b>
I.54	52.225-1	<b>BUY AMERICAN ACT – SUPPLIES (JUN 2003)</b>
I.55	52.225-13	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)</b>

- I.56 52.227-14 **RIGHTS IN DATA—GENERAL (JUN 1987)  
ALTERNATE II (JUN 1987)**
- I.57 52.227-23 **RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**  
(The blanks in the clause are filled in as follows:  
“...pages (none)”  
“...proposal dated 2 May 2007”)
- I.58 952.227-82 **RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**  
(The blanks in the clause are filled in as follows:  
“...pages (none)”  
“...proposal dated 2 May 2007”)
- I.59 52.228-5 **INSURANCE – WORK ON A GOVERNMENT INSTALLATION  
(JAN 1997)**
- I.60 52.228-7 **INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)**
- I.61 52.229-3 **FEDERAL, STATE, AND LOCAL TAXES (APR 2003)**
- I.62 952.231-70 **DATE OF INCURRENCE OF COST (APR 1984)**  
The blanks in the clause are filled in as follows:  
“...not to exceed \$60,000 for the Job Fairs conducted on 23-25  
April 2007...”
- I.63 52.232-8 **DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I.64 52.232-9 **LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
- I.65 52.232-17 **INTEREST (JUN 1996)**
- I.66 52.232-22 **LIMITATION OF FUNDS (APR 1984)**
- I.67 52.232-23 **ASSIGNMENT OF CLAIMS (JAN 1986)**
- I.68 52.232-25 **PROMPT PAYMENT (OCT 2003) ALTERNATE I (FEB 2002)**
- I.69 52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER –  
CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**
- I.70 52.233-1 **DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)**
- I.71 52.233-3 **PROTEST AFTER AWARD (AUG 1996)  
ALTERNATE I (JUN 1985)**
- I.72 52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  
(OCT 2004)**
- I.73 952.235-70 **KEY PERSONNEL (APR 1994)**  
(See Section J, Attachment F “Key Personnel”)
- I.74 52.236-7 **PERMITS AND RESPONSIBILITIES (NOV 1991)**
- I.75 52.237-2 **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT,  
AND VEGETATION (APR 1984)**
- I.76 52.237-3 **CONTINUITY OF SERVICES (JAN 1991)**
- I.77 52.239-1 **PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**
- I.78 52.242-1 **NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.79 52.242-3 **PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- I.80 52.242-13 **BANKRUPTCY (JUL 1995)**
- I.81 52.242-15 **STOP WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)**
- I.82 952.242-70 **TECHNICAL DIRECTION (DEC 2000)**
- I.83 52.243-2 **CHANGES - COST REIMBURSEMENT (AUG 1987)  
ALTERNATE I (APR 1984)**
- I.84 52.244-2 **SUBCONTRACTS (AUG 1998) ALTERNATE I (JAN 2006)**  
Paragraph (k) is completed to include the following subcontracts,  
which were evaluated during negotiations:  
S&K Technologies, Inc. (SKT) (NTE \$2,757,751)  
Professional Project Services, Inc. (Pro2Serve) (NTE \$5,697,367)
- I.85 52.244-5 **COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.86 52.244-6 **SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)**
- I.87 52.245-5 **GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-  
AND-MATERIAL, OR LABOR-HOUR CONTRACTS)  
(MAY 2004)**

<b>I.88</b>	<b>52.245-19</b>	<b>GOVERNMENT PROPERTY FURNISHED "AS IS." (APR 1984)</b>
<b>I.89</b>	<b>52.246-5</b>	<b>INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)</b>
<b>I.90</b>	<b>52.246-25</b>	<b>LIMITATION OF LIABILITY—SERVICES (FEB 1997)</b>
<b>I.91</b>	<b>52.248-1</b>	<b>VALUE ENGINEERING (FEB 2000)</b>
<b>I.92</b>	<b>52.249-2</b>	<b>TERMINATION (COST-REIMBURSEMENT) (MAY 2004)</b>
<b>I.93</b>	<b>52.249-14</b>	<b>EXCUSABLE DELAYS (APR 1984)</b>
<b>I.94</b>	<b>52.250-1</b>	<b>INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984)</b>
<b>I.95</b>	<b>952.250-70</b>	<b>NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)</b>
<b>I.96</b>	<b>52.251-1</b>	<b>GOVERNMENT SUPPLY SOURCES (APR 1984)</b>
<b>I.97</b>	<b>52.251-2</b>	<b>INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)</b>
<b>I.98</b>	<b>952.251-70</b>	<b>CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)</b>
<b>I.99</b>	<b>52.252-4</b>	<b>ALTERATIONS IN CONTRACT (APR 1984)</b>
<b>I.100</b>	<b>52.252-6</b>	<b>AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)</b>
<b>I.101</b>	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>

## **SECTION J**

### **LIST OF ATTACHMENTS**

<b>ATTACHMENT A:</b>	<b>List of Applicable Laws and Regulations</b>
<b>ATTACHMENT B:</b>	<b>Deliverables</b>
<b>ATTACHMENT C:</b>	<b>List of Government Property</b>
<b>ATTACHMENT D:</b>	<b>Wage Determination (FAR 52.222-41)</b>
<b>ATTACHMENT E:</b>	<b>Key Personnel</b>
<b>ATTACHMENT F:</b>	<b>Statement of Equivalent Rates for Federal Hires (FAR 52.222-42)</b>
<b>ATTACHMENT G:</b>	<b>Award Fee Plan</b>
<b>ATTACHMENT H:</b>	<b>Integrated Execution (Remedial Action Contractor)</b>
<b>ATTACHMENT I:</b>	<b>Training Requirements</b>

## SECTION J

### ATTACHMENT A

#### LIST OF APPLICABLE LAWS AND REGULATIONS

##### DOE Orders Applicable to Department of Energy, Office of Environmental Management

Order No.	Subject	OPI	Dated
<a href="#">DOE O 110.3A</a>	Conference Management	ME	01-25-07
<a href="#">DOE O 130.1</a>	Budget Formulation Process	ME	09-29-95
<a href="#">DOE O 142.3</a>	Unclassified Foreign Visits and Assignments	SO	06-18-04
<a href="#">DOE O 143.1</a>	Payments In Lieu of Taxes	ME	05-08-03
<a href="#">DOE O 151.1C</a>	Comprehensive Emergency Management System	NNSA	11-02-05
<a href="#">DOE O 200.1</a>	Information Management Program	IM	09-30-96
<a href="#">DOE O 203.1</a>	Limited Personal Use of Government Office Equipment Including Information Technology	IM	01-07-05
<a href="#">DOE N 203.1</a>	Software Quality Assurance	IM	10-02-00
<a href="#">DOE O 205.1A</a>	Department of Energy Cyber Security Management Program	CIO	12/4/06
<a href="#">DOE M 205.1-1</a>	Incident Prevention, Warning and Response (IPWAR) Manual	IM	09-30-04
<a href="#">DOE M 205.1-3</a>	Telecommunications Security Manual	IM	04-17-06
<a href="#">DOE N 205.2</a>	Foreign National Access to DOE Cyber Systems	IM	11-01-99
<a href="#">DOE N 205.3</a>	Password Generation, Protection, and Use	IM	11-23-99
<a href="#">DOE G 205.3-1</a>	Password Guide	IM	11-23-99
<a href="#">DOE N 206.3</a>	Personal Identity Verification Program	IM	11-22-05
<a href="#">DOE O 221.1</a>	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General	IG	03-22-01
<a href="#">DOE O 221.2</a>	Cooperation with Office of Inspector General	IG	03-22-01
<a href="#">DOE N 221.13</a>	Reporting Fraud, Waste, and Abuse	IG	12-15-06
<a href="#">DOE O 224.2</a>	Auditing of Programs and Operations	IG	03-22-01
<a href="#">DOE O 224.3</a>	Audit Resolution and Follow-Up	CF	01-24-05
<a href="#">DOE O 225.1A</a>	Accident Investigations	HS	11-26-97
<a href="#">DOE O 226.1</a>	Implementation of DOE Oversight Policy	HS	09-15-05
<a href="#">DOE O 231.1A</a>	Environment, Safety, and Health Reporting	EH	06-03-04
<a href="#">DOE G 231.1-1</a>	Occurrence Reporting and Performance Analysis Guide	EH	08-20-03
<a href="#">DOE M 231.1-1A</a>	Environment, Safety, and Health Reporting Manual	EH	09-09-04
<a href="#">DOE M 231.1-2</a>	Occurrence Reporting and Processing of Operations Information	EH	08-19-03
<a href="#">DOE G 231.1-2</a>	Occurrence Reporting Causal Analysis Guide	EH	08-20-03
<a href="#">DOE O 241.1A</a>	Scientific and Technical Information Management	SC	10-14-03
<a href="#">DOE G 241.1-1A</a>	Guide to the Management of Scientific and Technical Information	SC	11-23-01
<a href="#">DOE G 242.1-1</a>	Forms Management Guide for Use with DOE O 200.1	IM	05-08-00
<a href="#">DOE O 243.1</a>	Records Management Program	IM	02-03-06
<a href="#">DOE O 243.2</a>	Vital Records	CIO	2/2/06
<a href="#">DOE O 311.1B</a>	Equal Employment Opportunity Program and Diversity Program	ED	02-12-03
<a href="#">DOE O 350.1</a>	Contractor Human Resource Management Programs	ME	05-08-98
<a href="#">DOE P 411.1</a>	Safety Management Functions, Responsibilities, and	HS	01-28-97

Order No.	Subject	OPI	Dated
	Authorities Policy		
<a href="#">DOE O 413.1A</a>	Management Control Program	ME	04-18-02
<a href="#">DOE P 413.1</a>	Program and Project Management Policy for the Planning, Programming, Budgeting, and Acquisition of Capital Assets	ME	06-10-00
<a href="#">DOE O 413.3A</a>	Program and Project Management for the Acquisition of Capital Assets	ME	07-28-06
<a href="#">DOE M 413.3-1</a>	Project Management and Project Management Manual	ME	03-28-03
<a href="#">DOE O 414.1C</a>	Quality Assurance	EH	06-17-05
<a href="#">DOE O 420.1B</a>	Facility Safety	EH	12-22-05
<a href="#">DOE P 430.1</a>	Land and Facility Use Planning	ME	07-09-96
<a href="#">DOE O 430.1B</a>	Real Property Asset Management	ME	09-24-03
<a href="#">DOE O 430.2A</a>	Departmental Energy and Utilities Management	EE	04-15-02
<a href="#">DOE O 435.1</a>	Radioactive Waste Management	EM	08-28-01
<a href="#">DOE G 435.1-1</a>	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1	EM	07-09-99
<a href="#">DOE M 435.1-1, Chg1</a>	Radioactive Waste Management Manual	EM	06-19-01
<a href="#">DOE O 440.1B</a>	Worker Protection Program for DOE (Including the National Nuclear Security Administration) Federal Employees	HS	05-17-07
<a href="#">DOE G 440.1-8</a>	Implementation Guide for Use with 10 CFR Part 851, Worker Safety and Health Program	EH	12-27-06
<a href="#">DOE O 442.1A</a>	Department of Energy Employee Concerns Program	ED	06-06-01
<a href="#">DOE O 450.1</a>	Environmental Protection Program	EH	01-15-03
<a href="#">DOE G 450.1-1A</a>	Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	10-24-05
<a href="#">DOE G 450.1-2</a>	Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems	EH	08-20-04
<a href="#">DOE G 450.1-3</a>	Environmental Guidelines for Development of Cultural Resource Management Plans – Update	EH	09-22-04
<a href="#">DOE G 450.1-4</a>	Implementation Guide, Wildland Fire Management Program for Use with DOE O 450.1, Environmental Protection Program	EH	02-11-04
<a href="#">DOE G 450.1-5</a>	Implementation Guide for Integrating Pollution Prevention into Environmental Management Systems	EH	05-27-05
<a href="#">DOE G 450.1-6</a>	Groundwater Surveillance Monitoring Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	06-24-04
<a href="#">DOE G 450.1-9</a>	Groundwater Protection Programs Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	EH	05-05-05
<a href="#">DOE P 450.2A</a>	Identifying, Implementing, and Complying with Environment, Safety, and Health Requirements	EH/G C	05-15-96
<a href="#">DOE P 450.4</a>	Safety Management Systems Policy	EH	10-15-96
<a href="#">DOE P 450.7</a>	Environment, Safety, and Health (ESH) Goals	EH	08-02-04
<a href="#">DOE O 451.1B</a>	National Environmental Policy Act Compliance Program – Change 1	EH	09-28-01
<a href="#">DOE P 454.1</a>	Use of Institutional Controls	EH	04-09-03
<a href="#">DOE G 454.1-1</a>	Institutional Control s Implementation Guide for Use with DOE P 454.1, Use of Institutional Controls	EH	10-14-05
<a href="#">DOE P 455.1</a>	Use of Risk-Based End States	EM	07-15-03

<b>Order No.</b>	<b>Subject</b>	<b>OPI</b>	<b>Dated</b>
<a href="#">DOE O 460.1B</a>	Packaging and Transportation Safety	EM	04-04-03
<a href="#">DOE G 460.1-1</a>	Packaging and Transportation Safety	EM	06-05-97
<a href="#">DOE G 460.1-1 At</a>	Packaging and Transportation Attachments	EM	06-05-97
<a href="#">DOE O 460.2A</a>	Departmental Materials Transportation and Packaging Management	EM	12-22-04
<a href="#">DOE G 460.2-1</a>	Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management	EM	11-15-96
<a href="#">DOE M 460.2-1</a>	Radioactive Material Transportation Practices	EM	09-23-02
<a href="#">DOE M 461.1-1</a>	Packaging and Transfer of Material National Security Interest Manual	NNSA	09-29-00
<a href="#">DOE O 470.2B</a>	Independent Oversight and Performance Assurance Program	OA	10-31-02
<a href="#">DOE O 470.4</a>	Safeguards and Security Program	SO	08-26-05
<a href="#">DOE M 470.4-1 Chg 1</a>	Safeguards and Security Program Planning and Management	SO	08-26-05
<a href="#">DOE M 470.4-4</a>	Information Security	SO	08-26-05
<a href="#">DOE M 470.4-7</a>	Safeguards and Security Program References	SO	08-26-05
<a href="#">DOE M 475.1-1A</a>	Identifying Classified Information	SO	02-26-01
<a href="#">DOE O 481.1C</a>	Work for Others (Non-Department of Energy Funded Work)	ME	01-24-05
<a href="#">DOE M 481.1-1A</a>	Reimbursable Work for Non-Federal Sponsors Process Manual	MA	09-28-01
<a href="#">DOE O 522.1</a>	Pricing of Departmental Materials and Services	CF	11-03-04
<a href="#">DOE O 534.1B</a>	Accounting	ME	01-06-03
<a href="#">DOE O 542.1</a>	Competition in Contracting	PR	06-30-97
<a href="#">DOE O 551.1B</a>	Official Foreign Travel	SO	08-19-03
<a href="#">DOE G 573.1-1</a>	Mail Services User's Guide	ME	10-03-05
<a href="#">DOE O 580.1</a>	Department of Energy Personal Property Management Program	ME	12-07-05
<a href="#">DOE P 580.1</a>	Management Policy for Planning, Programming, Budgeting, Operation, Maintenance, and Disposal of Real Property	ME	05-20-02
<a href="#">DOE G 580.1-1</a>	Department of Energy Personal Property Guide	ME	12-07-05
<a href="#">DOE O 1230.2</a>	American Indian Tribal Government Policy	CI	04-08-92
<a href="#">DOE G 1324.5B</a>	Implementation Guide for 36 CFR Chapter XII Subchapter B	ME	07-19-96
<a href="#">DOE O 1340.1B</a>	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	CI	01-07-93
<a href="#">DOE O 1350.1</a>	Audiovisual and Exhibits Management	PA	03-26-84
<a href="#">DOE O 1450.4</a>	Consensual Listening-in to or Recording Telephone/Radio Conversations	IM	11-12-92
<a href="#">DOE O 5400.5</a>	Radiation Protection of the Public and the Environment	EH	01-07-93
<a href="#">DOE O 5480.4</a>	Environmental Protection, Safety, and Health Protection Standards	EH	05-15-84
<a href="#">DOE O 5480.19</a>	Conduct of Operations Requirements for DOE Facilities	EH	10-23-01
<a href="#">DOE O 5530.3</a>	Radiological Assistance Program	SO	04-10-92

## Regulations Applicable to Department of Energy Office of Environmental Management

NUMBER	TITLE
<b>Public Laws</b>	
<a href="#">PL 101-189</a>	National Competitiveness Technology Transfer Act of 1989
<a href="#">PL 102-486</a>	Energy Policy Act of 1992
<a href="#">PL 104-113</a>	National Technology Transfer and Advancement Act
<a href="#">5 U.S.C. 552</a> et seq.	Freedom of Information Reform Act of 1986 & Privacy Act of 1974
<a href="#">7 U.S.C. 136</a>	The Federal Insecticide, Fungicide and Rodenticide Act of 1972
<a href="#">7 U.S.C. 4201</a> et seq.	Farmland Protection Policy Act of 1981
<a href="#">15 U.S.C. 2601</a> et seq.	The Toxic Substances Control Act of 1976
<a href="#">16 U.S.C. 470</a> et seq.	National Historic Preservation Act of 1966
<a href="#">16 U.S.C. 470aa-470mm</a>	Archeological Resource Protection Act of 1979
<a href="#">16 U.S.C. 703</a> et seq.	Migratory Bird Treaty Act of 1918
<a href="#">16 U.S.C 1271-1278</a> et seq.	Wild and Scenic Rivers Act of 1968
<a href="#">16 U.S.C. 1531</a> et seq.	The Endangered Species Act of 1973
<a href="#">17 U.S.C. 401</a> et seq.	Copyrights
<a href="#">25 U.S.C. 3008</a> , et seq.	Native American Graves Protection and Repatriation Act of 1990
<a href="#">30 U.S.C. 22-54</a> et seq.	Mining Law of 1872
<a href="#">33 U.S.C. 1251</a> et seq.	The Clean Water Act of 1977
<a href="#">33 U.S.C. 2705</a> et seq.	The Oil Pollution Act of 1990
<a href="#">35 U.S.C. 101</a> et seq.	Patents
<a href="#">35 U.S.C. 200</a> et seq.	Rights in Inventions Made with Federal Assistance
<a href="#">41 U.S.C. 35</a> et seq.	Walsh-Healey Public Contracts Act
<a href="#">41 U.S.C. 51</a> et seq.	Anti-Kickback Act of 1986
<a href="#">41 U.S.C. 351</a> et seq.	Service Contract Act of 1965
<a href="#">42 U.S.C. 300</a> et seq.	The Safe Drinking Water Act of 1974
<a href="#">42 U.S.C. 1996</a> et seq.	American Indian Religious Freedom Act of 1978
<a href="#">42 U.S.C. 2011</a> et seq.	Atomic Energy Act of 1954
<a href="#">42 U.S.C. 2012</a> et seq.	Price Anderson Act (PL 85-256)
<a href="#">42 U.S.C. 2021</a> et seq.	The Low-Level Radioactive Waste Policy Act of 1985
<a href="#">42 U.S.C. 4321</a> et seq.	The National Environmental Policy Act of 1969
<a href="#">42 U.S.C. 5901</a> et seq.	Federal Non-Nuclear Energy Research and Development Act of 1974
<a href="#">42 U.S.C. 6201</a> et seq.	Energy Policy and Conservation Act
<a href="#">42 U.S.C. 6901</a> et seq.	The Resource Conservation and Recovery Act of 1976
<a href="#">42 U.S.C. 7112</a> et seq.	Department of Energy Organization Act of 1977
<a href="#">42 U.S.C. 7401</a> et seq.	The Clean Air Amendments of 1977
<a href="#">42 U.S.C. 7901</a> et seq.	Uranium Mill Tailings Radiation Control Act of 1978 (PL 95-604)
<a href="#">42 U.S.C. s/s 9601</a>	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
<a href="#">42 U.S.C.9601</a> et seq.	The Superfund Amendments and Reauthorization Act of 1986
<a href="#">42 U.S.C. 10101</a> et seq.	Nuclear Waste Policy Act of 1982
<a href="#">42 U.S.C. 11001</a> et seq.	The Emergency Planning & Community Right-To-Know Act of 1986
<a href="#">42 U.S.C. 13101</a> et seq.	Pollution Prevention Act of 1990
<a href="#">43 U.S.C 1701</a> et seq.	Federal Land Policy and Management Act of 1976
<a href="#">44 U.S.C. 2101</a> et seq.	National Archives and Records Administration
<a href="#">44 U.S.C. 2901</a> et seq.	Records Management by the Archivist of the United States and the Administrator of General Services
<a href="#">44 U.S.C. 3101</a> et seq.	Records Management by Federal Agencies
<a href="#">44 U.S.C. 3301</a> et seq.	Federal Records Act of 1950
<a href="#">44 U.S.C. 3501</a> et seq.	Coordination of Federal Information Policy

NUMBER	TITLE
<b>Code of Federal Regulations</b>	
<b>Title 10 – Energy</b>	
<a href="#">Chapter I</a>	Nuclear Regulatory Commission
<a href="#">Part 19</a>	Notices, Instructions, and Reports to Workers: Inspection and Investigations
<a href="#">Part 20</a>	Standards for Protection Against Radiation
<a href="#">Part 21</a>	Reporting of defects and noncompliance
<a href="#">Part 40</a>	Domestic Licensing of Source Material
<a href="#">Part 61</a>	Licensing Requirements for Land Disposal of Radioactive Waste
<a href="#">Part 73</a>	Physical Protection of Plants and Materials
<a href="#">Chapter III</a>	Department of Energy
<a href="#">Part 707</a>	Workplace substance abuse programs at DOE sites
<a href="#">Part 708</a>	DOE contractor employee protection program
<a href="#">Part 745</a>	Protection of human subjects
<a href="#">Part 770</a>	Transfer of Real Property at Defense Nuclear Facilities for Economic Development
<a href="#">Part 781</a>	DOE patent licensing regulations
<a href="#">Part 783</a>	Waiver of patent rights
<a href="#">Part 830</a>	Nuclear Safety Management
<a href="#">Part 835</a>	Occupational Radiation Protection
<a href="#">Part 851</a>	Worker Safety and Health Program
<a href="#">Part 962</a>	Byproduct material
<a href="#">Chapter X</a>	Department of Energy (General Provisions)
<a href="#">Part 1021</a>	National Environmental Policy Act implementing procedures
<a href="#">Part 1022</a>	Compliance with Floodplain/Wetlands Environmental Review Requirements
<b>Title 29 – Labor</b>	
<a href="#">Chapter IV</a>	Office of Labor – Management Standards, Department of Labor
<a href="#">Parts 401-459</a>	Labor Management Standards
<a href="#">Chapter V</a>	Wage and Hour Division, Department of Labor
<a href="#">Parts 500-899</a>	Regulations, Statements of General Policy or Interpretation Not Directly Related to Regulations, Other Laws, and Garnishment of Earnings
<a href="#">Chapter XIV</a>	Equal Employment Opportunity Commission
<a href="#">Parts 1600-1691</a>	Regulations for equal pay, affirmative action, discrimination guidelines
<a href="#">Chapter XVII</a>	Occupational Safety and Health Administration, Department of Labor
<a href="#">Part 1903</a>	Inspections, citations and proposed penalties
<a href="#">Part 1904</a>	Recording and reporting occupational injuries and illnesses
<a href="#">Part 1910</a>	Occupational safety and health standards
<a href="#">Part 1913</a>	Rules of agency practice and procedure concerning OSHA access to employee medical records
<a href="#">Part 1925</a>	Safety and health standards for Federal service contracts
<a href="#">Part 1926</a>	Safety and health regulations for construction
<a href="#">Part 1990</a>	Identification, classification, & regulation of potential occupational carcinogens
<b>Title 36 - Parks, Forests, and Public Property</b>	
<a href="#">Chapter VIII</a>	Advisory council on historic preservation
<a href="#">Part 800</a>	Protection of historic and cultural properties
<a href="#">Chapter XII</a>	National Archives and Records Administration
Subchapter B	Records Management
<a href="#">Part 1220</a>	Federal Records; general
<a href="#">Part 1222</a>	Creation and maintenance of federal records
<a href="#">Part 1228</a>	Disposition of Federal records
<a href="#">Part 1230</a>	Micrographic records management
<a href="#">Part 1232</a>	Audiovisual records management
<a href="#">Part 1234</a>	Electronic records management

<a href="#">Part 1236</a>	Management of vital records
<b>Title 40 – Protection of Environment</b>	
<a href="#">Chapter I</a>	Environmental Protection Agency
Subchapter C	Air Programs
<a href="#">Parts 0-99</a>	Clean Air Act
<a href="#">Parts 100-149</a>	Clean Water Act
<a href="#">Parts 190-399</a>	Solid Waste Act
<a href="#">Part 192</a>	Health & Environmental Protection Standards for Uranium & Thorium Mill Tailings
Subpart A	General Provisions
Subpart B	General Provisions
Subpart C	General Provisions
<a href="#">Part 264</a>	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
<a href="#">Part 265</a>	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
<a href="#">Part 300</a>	National Oil and Hazardous Substances Pollution Contingency Plan
<a href="#">Part 430</a>	CERCLA National Contingency Plan
<a href="#">Part 761</a>	Toxic Substance Control Act
<b>Title 41 – Public Contracts and Property Management</b>	
Subtitle C	Federal Property Management Regulations System
<a href="#">Part 102-34</a>	Motor Vehicle Management
<a href="#">Parts 102-35–102-39</a>	Personal Property
<a href="#">Parts 102-71–102-85</a>	Real Property
<a href="#">Part 102-192</a>	Mail Management
<a href="#">Part 102-193</a>	Creation, Maintenance, and Use of Records
<a href="#">Part 102-194</a>	Standard and Optional Forms Management Program
<a href="#">Part 109</a>	Department of Energy Property Management Regulation
<b>Title 42 – Public Health</b>	
<a href="#">Part 84</a>	Approval of respiratory protective devices
<b>Title 43 – Public Lands: Interior</b>	
Part 7	Protection of Archeological Resources
<b>Title 44 – Emergency Management and Assistance</b>	
<a href="#">Chapter I</a>	Federal Emergency Management Agency
Subchapter D	Disaster Assistance
<a href="#">Part 351</a>	Radiological emergency planning and preparedness
<b>Title 48 – Federal Acquisition Regulations System</b>	
<a href="#">Chapter 1</a>	Federal Acquisition Regulation
Subchapter H	Clauses and Forms
<a href="#">Part 52<sup>(2)</sup></a>	Solicitation provisions and contract clauses
<a href="#">Part 53<sup>(2)</sup></a>	Forms
<a href="#">Chapter 9</a>	Department of Energy
Subchapter H	Clauses and Forms
<a href="#">Part 952<sup>(2)</sup></a>	Solicitation provisions and contract clauses
<a href="#">Part 970</a>	DOE Management and Operating Contracts
<b>Subchapter I</b>	<b>Agency Supplementary Regulations</b>
<b>Title 49 – Transportation</b>	
<a href="#">Subtitle A</a>	Office of the Secretary of Transportation
<a href="#">Part 40</a>	Procedures For Transportation Workplace Drug Testing Programs
Subtitle B	Other Regulations Relating to Transportation
<a href="#">Part 107</a>	Hazardous Materials Program Procedures
	Subchapter B – Oil Transportation

<a href="#">Part 130</a>	Oil spill prevention and response plans
	Subchapter C – Hazardous Materials Regulations
<a href="#">Part 171</a>	General Information, Regulations, And Definitions
<a href="#">Part 172</a>	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, And Training Requirements
<a href="#">Part 173</a>	Shippers – General requirements For shipments and packaging
<a href="#">Part 177</a>	Carriage by public highway
<a href="#">Part 178</a>	Specifications for packaging
<a href="#">Part 180</a>	Continuing qualification and maintenance of packaging
<a href="#">Chapter III</a>	Federal Highway Administration, Department of Transportation
	Subchapter B – Federal Motor Carrier Safety Regulations
<a href="#">Part 382</a>	Controlled Substances And Alcohol Use And Testing
<a href="#">Part 385</a>	Safety Fitness Procedures
<a href="#">Part 387</a>	Minimum Levels Of Financial Responsibility For Motor Carriers
<a href="#">Part 390</a>	Federal Motor Carrier Safety Regulations; General
<a href="#">Part 399</a>	Employee Safety And Health Standards

## SECTION J

### ATTACHMENT B

#### DELIVERABLES

	Report	Description	Driver / Requirement	Frequency / Timing	Approval
1	Integration Plan	Describes implementation procedures for conducting the defined scope of work (QA/QC, WM, engineering, verification, schedule, ES&H, etc.)	SOW para C.3.8	Initial within 30 Days of award. Update as required based on timing of similar deliverable in RAC task order.	PCO
2	GFSI Requirements	List of Government Furnished Services/Items	DOE O 580.1	30 Days after Contract Award	PCO
3	Project Control Management System	Description of proposed project control system.	SOW para C.3.8 Clause H.12	30 Days after Contract Award	PCO
4	Moab TAC Project Baseline	Technical scope, schedule, budget, WBS definition, dictionary, cost estimates and basis, milestones and quantitative metrics for Moab TAC performance.	DOE 413.3A SOW para C.3.8 Clause H.12	90 Days after Contract Award	PCO

	<b>Report</b>	<b>Description</b>	<b>Driver / Requirement</b>	<b>Frequency / Timing</b>	<b>Approval</b>
5	Moab UMTRA Project Baseline	Technical scope, schedule, budget, WBS definition, dictionary, cost estimates and basis, milestones and quantitative metrics for the overall Moab UMTRA project performance.	DOE 413.3A SOW para C.3.8 Clause H.12	90 Days after award of the RAC contract	PCO
6	Contractor Baseline Change Proposal for Moab UMTRA Project Baseline and Moab TAC Project Baseline	Baseline Change Control logs to show that changes are within the DOE O 413.3A control threshold.	DOE 413.3A SOW para C.3.8 Clause H.12	As Needed	PCO information and/or approval
7	Monthly Status Reports	Project reporting including cost and schedule variance at a level 4 WBS with rollup to subproject, status of major milestones and critical technical or programmatic issues.	DOE 413.3A SOW para C.3.8 Clause H.12	10 Days after the end of each calendar month	PCO
8	Semi-Annual Critical Analysis Report (SCAR)	Overall status of the baseline as well as any key metrics.	DOE 413.3A SOW para C.3.8 Clause H.12	10 days after the end of each six calendar months	PCO
9	Public Participation Plan		SOW para C.3.5	Annually	PCO
10	Quality Assurance Plan		DOE O 226.1	120 Days after contract award	PCO
11	Health and Safety Plan		SOW para C.3.12 DOE M 231.1-1A DOE O 450.1	90 days after contract award	PCO

	<b>Report</b>	<b>Description</b>	<b>Driver / Requirement</b>	<b>Frequency / Timing</b>	<b>Approval</b>
12	Plan of Action and Milestones (POAM); Groundwater Interim Action / Vicinity Property Inclusion Surveys	Development of and basis for a critical path schedule for activities associated with Groundwater Interim Action and Vicinity Property Inclusion Surveys.	SOW para C.3.10 and C.3.13	60 days after contract award	PCO

## SECTION J

### ATTACHMENT C

#### LIST OF GOVERNMENT PROPERTY

The following is a list of the GFSI&E the DOE currently has for the Moab UMTRA Project. The TAC has property management responsibilities in accordance with SOW para. C.3.6. The property listed in paragraphs 10-11 below is the GFSI&E to be provided to the TAC for use under this contract. All other GFSI listed below is anticipated to be provided to the RAC.

#### **GOVERNMENT FURNISHED SERVICES, ITEMS AND EQUIPMENT (GFSI&E):**

- 1. Existing Facilities, including Office Trailers at Moab and Crescent Junction**
- 2. Warehouse/Maintenance Facility (remnant of Atlas Mill) at Moab**
- 3. Decontamination Pad at Moab**
- 4. Colorado River Intake Structure and pumps**
- 5. Clean River Water Intake Pond**
- 6. Contaminated Water Pond on top of RRM pile at Moab**
- 7. Crescent Junction Potable Water Source**
- 8. All rail equipment including:**
  - One TRAK Mobile for Moab.
  - 400-39' rail panels – as-is, some potential contamination (rail and ties)
  - 7 switches (no. 8 or no. 10)
  - 5 end stops.
- 9. Air Monitoring Stations on and off site**
  - Moab Crescent Junction
  - Radon & Direct Gamma 24 7
  - Airborne radio particulate 9 2
  - Meteorology 2 1
- 10. Environmental Database:**
  - SEEPRO Environmental Database
- 11. IT/Telecommunications Equipment:**
  - Personal Computers connected to GJPO Network
  - Internet Telephones
  - Video Conferencing Capabilities at GJPO and Moab
- 12. Existing Moab Site Personal Property Inventory, including:**
  - 2000 Mack Water Truck, 5000 gal tank
  - 1989 Peterbilt Water Truck, 4000 gal tank
  - 2004 Peterbilt Water Truck, 4000 Gal tank
  - 1989 Cat Backhoe 416 Extendahoe
  - 1974 Mack Dump truck
  - 1951 D6 Cat Dozer
  - 1982 Ford Bronco, 4x4
  - 1989 Ford bronco, 4x4
  - 1989 Dodge Pick up, 1500
  - 1991 Chevy Blazer, full size 4x4
  - 1974 Chevy Welding truck
  - 12' livingstone boat

2006 Ingersol Rand electric shop air compressor, 10 hp  
 1991 Jeep Cherokee  
 1991 Chevy Corsica  
 Various Radiation Detecting Instruments  
 Various tools  
 185 Ingersol Rand diesel portable air compressors  
 Field Services (Radiological Characterization Equipment)  
 3 - Trimble GPS systems (two backpack, one handheld)  
 34 - BFEC Delta Scintillometers  
 27 - Mount Sopris Crutch SC-132 Scintillometers  
 4 - Mount Sopris SC-132 Soap-on-a-Rope (teathered) scintillometers  
 5 - SPA-3 Downhole Logging Probes  
 20 -Eberline E-600 Dataloggers  
 3 - Bicron Downhole Logging Probes  
 2 - Large Area Detectors (8"x 8"x 16"Nal detectors)  
 4 - 44 -10 Ludlum Nal detectors  
 4 - 2350 Ludlum Dataloggers  
 2 - Garmin iQue's  
 4 - Garmin Handheld GPS Units  
 2 - Fujitsu Pen Top Computers  
 2 - Stationary OCS Counting Systems with associated equipment  
 1 - Stationary ORTEC HPGe Counting System with associated equipment  
 1 - 6600 DT Track Mounted Geoprobe with enclosed trailer and accessories  
 2 -Yamaha 660 Rhino 4x4 All Terrain Vehicle  
 3 - Kawasaki Mule's 2x4 All Terrain Vehicles  
 1 - Yamaha TerraPro ATV/ w Hydraulic soil drill  
 1ea - Metrotech 810/ 850/ 6050 Utility Line locate equipment  
 1 - Radiodetection Line locate unit  
 1 - Shconstead Metal Detector  
 2 - SeaLand Containers  
 2 - Office type trailers, 60-ft, 35-ft (offices, equipment storage and counting systems)  
 2 - Industrial type Dring Ovens  
 2 - Honda portable Generators  
 1 - Honda portable Trash Pump  
 1 - Little Beaver motorized soil auger  
 2 - Milwaukee Concrete Core Drills  
 1 - Bosch Electric Demo Hammer

## SECTION J

### ATTACHMENT D

#### WAGE DETERMINATION

There are two wage determinations applicable to this contract in accordance with FAR 52.222-41:

05-2531 UT,STATEWIDE

WAGE DETERMINATION NO: 05-2531 REV (02) AREA: UT,STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2532

Wage Determination No.: 2005-2531 Revision No.: 2; Date Of Revision: 02/15/2007

State: Utah

Area: Utah Statewide

05-2083 CO,PUEBLO

WAGE DETERMINATION NO: 05-2083 REV (02) AREA: CO,PUEBLO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2084

Wage Determination No.: 2005-2083 Revision No.: 2; Date Of Revision: 11/27/2006

State: Colorado

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

**SECTION J**  
**ATTACHMENT E**  
**KEY PERSONNEL**

<b>Position</b>	<b>Name</b>
Senior Program Manager	Joe Ritchey
ES&H/Quality Assurance Manager	Andrea Dutcher
Business Management Group Manager	Terry Stromire
Support Management Group Manager	Tom Bachtell

## SECTION J

### ATTACHMENT F

#### Statement of Equivalent Rates for Federal Hires

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>EMPLOYEE CLASS</b>	<b>MONETARY WAGE – FRINGE BENEFITS</b>
Same as Section J, Attachment D	Same as Section J, Attachment D

## **SECTION J**

### **ATTACHMENT G**

**This attachment is for informational purposes only. The Award Fee Plan is subject to unilateral change by the Contracting Officer in accordance with the process in Section B.3 of the contract. The Contracting Officer retains his/her right to unilaterally determine the methodology and the amount of the award fee under this contract.**

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### **AWARD FEE PLAN**

#### **FOR THE**

#### **TECHNICAL ASSISTANCE CONTRACT (TAC)**

**supporting the**

**Moab Uranium Mill Tailings Remediation Action (UMTRA)  
Project**

## **TABLE OF CONTENTS**

1. INTRODUCTION
2. DEFINITION OF TERMS
3. ORGANIZATIONAL STRUCTURE
4. RESPONSIBILITIES
5. AWARD FEE AMOUNTS AND PERIODS
6. AWARD FEE PROCESS

### **EXHIBITS**

1. Performance Evaluation Board (PEB) Members and Advisors (1 page)
2. Award Fee Rating Table, Award Fee Conversion Chart and Award Fee Calculations (2 pages)
3. Rating Criteria (3 pages)
4. Rating Summary Tables (1 page)
5. Award Fee Process Flowchart (1 page)

## **1. INTRODUCTION**

The purpose of this award fee plan is to define the methodology and responsibilities associated with determining the fee to be awarded to the contractor. The plan outlines the organization, procedures, and evaluation periods for implementing the award fee provisions of the contract. The objective of the award fee is to motivate the contractor to substantially exceed standards and to emphasize key areas of performance and concern.

## **2. DEFINITION OF TERMS**

- a. **Contracting Officer (CO)**: The individual authorized to commit and obligate the government through the life of the contract. The CO is an advisor to the Performance Evaluation Board (PEB).
- b. **Fee Determining Official (FDO)**: The individual who makes the final determination of the amount of fee to be awarded to the contractor.
- c. **Performance Evaluation Board (PEB)**: The group of individuals who review the contractor's performance and recommend an award fee to the FDO. The PEB chairperson is the Moab TAC Project Lead. Members of and advisors to the PEB are indicated in Exhibit 1.
- d. **Project Team Evaluators (PTE)**: The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis. The PTE's evaluation is the primary point of reference in determining the recommended award fee, especially the technical support area of performance. The PTE is an advisor(s) to the PEB.
- e. **Program Analyst**: The Program Analyst also serves as the recorder, who is responsible for insuring the PEB is properly convened which includes meeting place, time, advising all PEB members, preparing agenda, and taking minutes. The Program Analyst is a voting member on the PEB.

## **ORGANIZATIONAL STRUCTURE**

- a. The Federal Project Director, Grand Junction Officer, will serve as the FDO and will establish a PEB. The PEB will assist the FDO in the award fee determination by recommending an award fee for the contractor's performance. If the FDO is absent, the Director, Site Support and Small Projects will serve as the FDO. If a PEB member is absent, the FDO will approve substitute(s) with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 1 for members and potential advisors.

b. A copy of the Award Fee Plan shall be provided to the contractor no later than 30 days prior to the start of the first evaluation period.

#### **4. RESPONSIBILITIES**

a. The PTE(s) will monitor and evaluate the contractor's performance. The PTE(s) will work closely with the CO and Moab TAC Project Lead in performing surveillance duties. PTE(s) will use Exhibit 2, Award Fee Rating Table and Exhibit 3, Rating Criteria, in monitoring and evaluating contractor's performance.

b. The Moab TAC Project Lead will use the Award Fee Rating Table, unless changed by the Contracting Officer during the performance of this contract, in Exhibit 2 to determine the adjective ratings to be reported to the PEB. The Moab TAC Project Lead will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The Moab TAC Project Lead will coordinate administrative actions required by the PTE(s), the PEB, and the FDO. Administrative actions include receiving, processing, and distributing performance evaluation inputs, scheduling and assisting with internal milestones, i.e., PEB briefings, and other actions as required for the smooth operation of the award fee process.

c. The PEB members will review the PTE's evaluation reports and the Moab TAC Project Lead's recommended adjective rating, consider information from other pertinent sources, and develop a fee recommendation. As the PEB chairperson, the Moab TAC Project Lead will provide the fee recommendation to the FDO.

d. The FDO will review the PEB's recommendations, consider all appropriate data, and advise the contractor and CO of the award fee determination.

#### **5. AWARD FEE AMOUNTS AND PERIODS**

a. The total award fee available is \$ 1,025,817 . An annual amount will be available for each fiscal year subject to contract adjustments through modification of the contract.

b. Following are the amounts available for each annual evaluation period:

<u>Period</u>		<u>Amount Available</u>
First	20 Jun 07 – 19 Dec 07	\$ 104,345
Second	20 Dec 07 – 19 Jun 08	\$ 104,344
Third	20 Jun 08 – 19 Jun 09	\$ 192,918
Fourth	20 Jun 09 – 19 Jun 10	\$ 199,621
Fifth	20 Jun 10 – 19 Jun 11	\$ 206,539
Sixth	20 Jun 11 – 19 Jun 12	\$ 218,049

c. The amounts corresponding to each evaluation period is the maximum amount that may be earned during that particular period unless the amount is increased by contract modification. Any portion of award fee not awarded for an evaluation period may not be transferred to another evaluation period. In accordance with the Contract Clause B-5, a “provisional payment of a proportional monthly amount equivalent to 80% of the available award fee for the period will be allowed.”

d. The Government may unilaterally revise the distribution of the award fee, as indicated in paragraph 5b above, in any subsequent evaluation periods. The CO will notify the contractor in writing of such changes in distribution at least 30 days before the relevant evaluation period begins and the award fee plan will be modified accordingly. After an evaluation period has begun, changes may only be made by mutual agreement of the parties. While the Government may unilaterally change the award fee amounts for each period or each rated criteria area prior to the start of each award fee period, the total amount of award fee available may not be unilaterally changed once established at the beginning of each contract period.

e. This Award Fee Plan does not commit the Government to the providing of funds, nor waive the Government’s right to make a unilateral determination of the amount earned or the methodology for determining award fee. The amounts in the Award Fee Plan are subject to the availability of funds and are not a guarantee of minimum funding.

## **6. AWARD FEE PROCESS (See Exhibit 5, Award Fee Process Flowchart)**

### **a. PTE Actions**

(1) PTE(s) will continually monitor and evaluate the contractor’s performance using Exhibit 3, Rating Criteria.

(2) For the Performance Requirements (PR) items, the PTE will evaluate these items on a quarterly basis. The PTE will use the appropriate PR rating criteria in Exhibit 3 to evaluate the contractor’s performance. The PTE will review and evaluate each evaluation criteria for each PR item to determine the performance level of the contractor. The PTE will notify the contractor of any weakness(s) via electronic correspondence copying both the Site Lead and the Moab TAC Project Lead. A weakness for any Performance Requirement is defined as any failure to meet PR evaluation criteria. The contractor shall comply within the allowable time identified in the electronic correspondence to correct or provide an acceptable resolution to the weakness(s). Time sensitive requirements cannot be re-performed. The PTE will maintain all documentation for file maintenance. The PTE will use the documentation to ensure contractor has established adequate procedures to prevent recurrence of weaknesses.

(3) At the end of each quarter the PTE will submit to the Moab TAC Project Lead the rating criteria, Exhibit 3, for all Performance Requirement items. Based on the above evaluation results, the PTE will select the appropriate adjective rating with written notes on the strengths and weaknesses of the contractor to report to the Moab TAC Project Lead.

b. **Moab TAC Project Lead's Actions**

(1) The Moab TAC Project Lead will select a adjective rating for each of the PR items based on his/her personal observations of performance and the adjective rating reported by the PTE. The Moab TAC Project Lead is not permitted to change the PTE's adjective rating. In addition to reporting the PTE's notes on the strengths and weaknesses of the contractor, the Moab TAC Project Lead will annotate his/her rationale for selecting a particular adjective rating.

(2) The Moab TAC Project Lead will use Exhibit 4, Adjective Rating Summary Table, to record the PTE's adjective rating for the quarter and the Moab TAC Project Lead's adjective rating. Also, written notes of the Moab TAC Project Lead's rationale for selecting a particular adjective rating will be indicated on the table.

(3) The Moab TAC Project Lead will use Exhibit 4, Annual Adjective Rating, to compute the annual adjective rating average for the award fee.

(4) The Moab TAC Project Lead will submit a completed Exhibit 4 for presentation to the PEB.

(5) The Moab TAC Project Lead notifies PEB members and any advisors of the date and time of PEB meeting in accordance with the schedule established by the PEB chairperson. Additionally, the Moab TAC Project Lead notifies the contractor of the date and time of PEB meeting and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB as determined by the PEB chairperson.

(2) The Moab TAC Project Lead prepares functional area evaluation reports (Exhibit 4) in an appropriate briefing format.

d. **PEB Actions**

(1) The Moab TAC Project Lead will chair the PEB. The FDO may approve the PEB members recommended by the chairperson. The PEB chairperson will establish dates, times, and places for the PEB meeting and notify the Moab TAC Project Lead for appropriate notification to members, advisors, and the contractor. The chairperson will schedule the PEB meeting to ensure the PEB's recommended fee is presented to the FDO within 30 days following the close of the evaluation period.

(2) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:

- (a) Evaluations submitted by the PTE's and Moab TAC Project Lead. Chairperson may require oral briefings by the functional area personnel.
- (b) Information submitted by other sources as considered appropriate by the PEB.
- (c) Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.

(3) Using Exhibit 6, PEB Member's rating; each member will select an adjective rating from Exhibit 2, Award Fee Rating Table, and provide their rationale in the Notes section of Exhibit 4 for their selection.

(4) The chairperson will collect members' rating sheet, Exhibit 4, and review them. If any member's adjective rating is "below standards" and this rating is lower than a PTE(s) adjective rating for that same area, appropriate discussions with that member(s) should be conducted to determine the member's rationale. Lowering the adjective rating requires specific reasons, since the contractor will be aware of all weaknesses from the PTE's quarterly evaluation.

(5) The Moab TAC Project Lead summarizes individual member's adjective ratings for the rating criteria using Exhibit 4, Summary of PEB's Rating.

(6) The chairperson will prepare a cover letter to transmit Exhibits 3 and 4 to the FDO.

e. **FDO's Actions**

(1) The FDO determines the final fee based upon all the information furnished and assigns a final percent of award fee earned for the evaluation period using the Exhibit 2 Award Fee Conversion Chart.

(2) The CO will submit to the Environmental Management Consolidated Business Center (EMCBC) Head of the Contracting Activity (HCA) the final fee determination for concurrence prior to final submittal to the contractor.

(3) The FDO will notify the CO in writing or via electronic correspondence of his/her final determination of award fee.

f. **CO's Actions**

(1) The CO will prepare a letter for the FDO's signature notifying the contractor of the amount of award fee earned for the annual period. Additionally, the letter will identify any specific areas of strengths and weaknesses in the contractor's performance.

(2) The CO will unilaterally modify the contract to reflect the FDO's final determination of award fee. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision.

(3) The CO will ensure the award fee process is conducted with integrity and is in compliance with all applicable Federal statutes, regulations and policies.

## **7. TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated for the convenience of the government, any fee payable for the current period will be determined in accordance with the termination clause in this contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

**Exhibit 1**

**PERFORMANCE EVALUATION BOARD MEMBERS AND ADVISORS**

Following are suggested members and advisors and are subject to change without notice or modification to the contract:

Moab TAC Project Lead (Chairperson)	Gail A. Majors
Facility Representative	Joel D. Berwick
Physical Scientist	Jeffry M. Parkin
Program Analyst	John A. Lopez
*Contracting Officer	Harold D. Hincks
*Contracts Attorney	Renee Holland
*Contracts Attorney	Kaniah Konkoly-Thege

\*Advisors Only - Non-Voting Participants

**AWARD FEE RATING TABLE**

<b><u>ADJECTIVE RATING</u></b>	<b><u>DEFINITION</u></b>
<b>SUBSTANTIALLY EXCEEDS STANDARDS</b>	Contractor exceeds most standards in performing required tasks and work is highly professional. Contractor solves problems with very little, if any, government involvement. Contractor is proactive and takes an aggressive approach in identifying problems and their resolution with a substantial emphasis on cost control and safety.
<b>EXCEEDS STANDARDS</b>	Contractor exceeds some standards in performing required tasks. Contractor resolves problems with only minimal government supervision and assistance with increased emphasis on cost control and safety. Contractor does not wait to be told about problems before resolving.
<b>MEETS STANDARDS</b>	Contractor meets standards in performing required tasks. Contractor is able to solve basic problems with adequate emphasis on cost control and safety. Contractor only seeks government assistance on complex unusual problems. Contractor shows initiative in problem resolution.
<b>BELOW STANDARDS</b>	Contractor does not meet standards in performing required tasks and does not demonstrate an emphasis on cost control or safety. Contractor is unable to solve problems and seeks government assistance for problem resolution.

**Exhibit 2**

**Exhibit 2 (cont)**

The following distribution is subject to change, including unilaterally by the contracting officer:

<b><u>AWARD FEE CONVERSION CHART</u></b>		
<b><u>ADJECTIVE RATING</u></b>	<b><u>EVALUATION POINTS (OVERALL WEIGHTED RESULT)</u></b>	<b><u>PERCENTAGE OF AWARD FEE EARNED</u></b>
SUBSTANTIALLY EXCEEDS STANDARDS	23-25	90 to 100%
EXCEEDS STANDARDS	20-22	80 to 89%
MEETS STANDARDS	12-19	50 to 79%
BELOW STANDARDS	0-11	0%

The following percentages and factors are subject to change, including unilaterally by the contracting officer:

<b><u>Performance Requirement</u></b>	<b><u>Weightings</u></b>
1. Project Integration	30%
2. Site Infrastructure Services	30%
3. Groundwater Management	25%
4. Public Affairs and Community Relations	15%

The following methodology is subject to change, including unilaterally by the contracting officer:

**Award Fee Calculation Methodology:**

1. PTE assigns rating (0-25) for each Performance Requirement
2. Multiply weighting percentage to each PR to arrive at weighted result.
3. Add weighted results together to arrive at overall weighted result.

**Example:**

PTE Ratings: Project Integration – 24  
Site Infrastructure Services – 23  
Groundwater Management – 22  
Public Affairs and Community Relations – 20

Weighted Result:  $(24 \times 30\%) + (23 \times 30\%) + (22 \times 25\%) + (20 \times 15\%) = 22.6$

Overall Weighted Result: 22.6; round up to 23.

Adjective rating (IAW Award Fee Conversion Chart): Substantially Exceeds Standards

**Exhibit 3 -- Exhibit Three is subject to change, including unilaterally by the contracting officer:**

RATING CRITERIA				
<i>(IDENTIFY QUARTER)</i>				
PERFORMANCE REQUIREMENT (EVALUATION WEIGHTING)	RATING (Check Appropriate Box)			
	SUBSTANTIAL LY EXCEEDS STANDARDS	EXCEEDS STANDARDS	MEETS STANDARDS	BELOW STANDARDS
<b>Project Integration (30%)</b>				
EVALUATION POINTS:	23-25	20-22	12-19	0-11
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
Provides efficient and effective transition from previous TAC contractor (Evaluated in 1 <sup>st</sup> Award Fee Period Only)				
In compliance with applicable DOE Orders and Directives, provides efficient and effective Moab UMTRA project integration. This includes project controls, financial management, performance measurement, change control administration, quality assurance and health and safety oversight.				
Presents initiatives which result in tangible savings to DOE (cost, schedule or risk)				

**Exhibit 3 (cont)**

<b>RATING CRITERIA</b>				
<i>(IDENTIFY QUARTER)</i>				
<b>PERFORMANCE REQUIREMENT (EVALUATION WEIGHTING)</b>	<b>RATING (Check Appropriate Box)</b>			
	<b>SUBSTANTIAL LY EXCEEDS STANDARDS</b>	<b>EXCEEDS STANDARDS</b>	<b>MEETS STANDARDS</b>	<b>BELOW STANDARDS</b>
<b>Site Infrastructure Services (30%)</b>				
EVALUATION POINTS:	23-25	20-22	12-19	0-11
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
Insure compliance with environmental control laws, regulations and policies				
In compliance with applicable DOE Orders and Directives, provides efficient and effective Moab UMTRA project infrastructure services. This includes information technology and communications, safeguards and security, records management, technical training and property management.				
Performs site infrastructure tasks in most cost effective manner				
Presents initiatives which result in tangible savings to DOE (cost, schedule or risk)				

**Exhibit 3 (cont)**

RATING CRITERIA				
<i>(IDENTIFY QUARTER)</i>				
	RATING (Check Appropriate Box)			
PERFORMANCE REQUIREMENT (EVALUATION WEIGHTING)	SUBSTANTIAL LY EXCEEDS STANDARDS	EXCEEDS STANDARDS	MEETS STANDARDS	BELOW STANDARDS
<b>Groundwater Management (25%)</b>				
EVALUATION POINTS:	23-25	20-22	12-19	0-11
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
In compliance with applicable DOE Orders and Directives, provides efficient and effective Moab UMTRA project ground water interim actions.				

RATING CRITERIA				
<i>(IDENTIFY QUARTER)</i>				
	RATING (Check Appropriate Box)			
PERFORMANCE REQUIREMENT (EVALUATION WEIGHTING)	SUBSTANTIAL LY EXCEEDS STANDARDS	EXCEEDS STANDARDS	MEETS STANDARDS	BELOW STANDARDS
<b>Public Affairs and Community Relations (15%)</b>				
EVALUATION POINTS:	23-25	20-22	12-19	0-11
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
In compliance with applicable DOE Orders and Directives, provides efficient and effective Moab UMTRA project with interfacing with the local community and other stakeholders.				

**Exhibit 4**

**Adjective Rating Summary Table**

<b>PERFORMANCE REQUIREMENT</b>	<b>ADJECTIVE. RATING</b>
1. Project Integration	
2. Site Infrastructure Services	
3. Groundwater Management	
4. Public Affairs and Community Relations	

**Annual Adjective Rating Table**

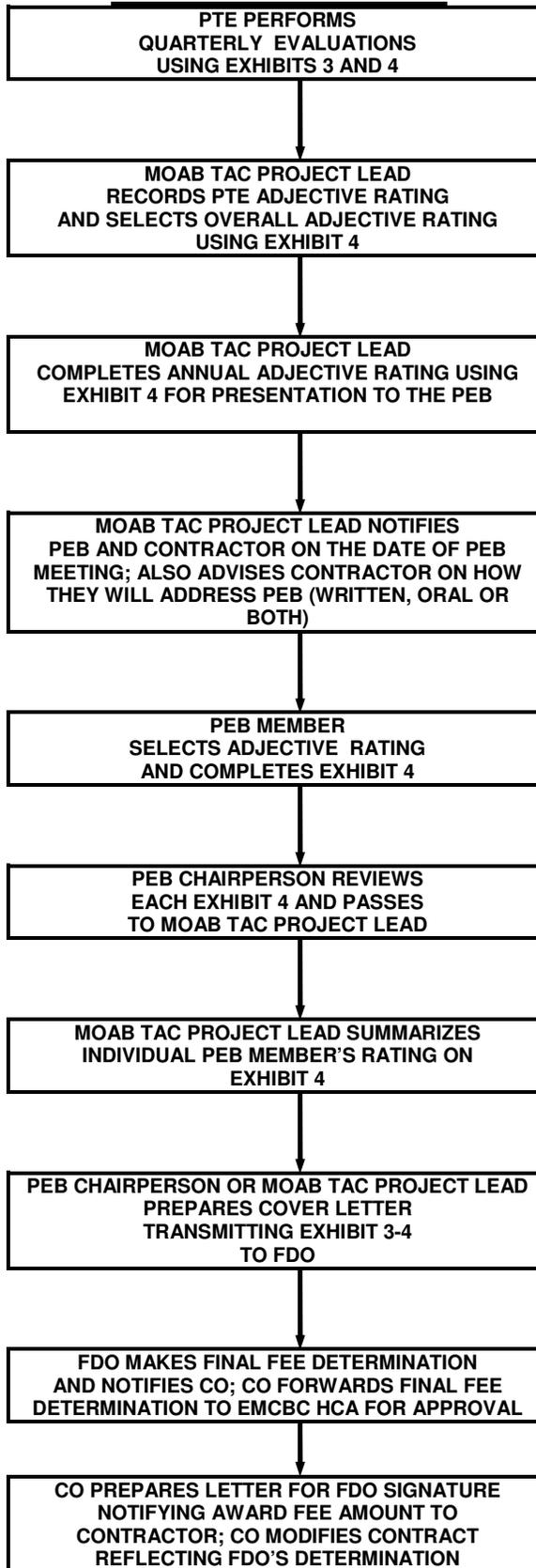
<b>ANNUAL ADJECTIVE RATING</b>					
<i>(IDENTIFY ANNUAL PERIOD)</i>					
<b>PERFORMANCE REQUIREMENT</b>	<b>ADJECTIVE RATING</b>				
	<b>1<sup>st</sup> Quarter</b>	<b>2<sup>nd</sup> Quarter</b>	<b>3<sup>rd</sup> Quarter</b>	<b>4th Quarter</b>	<b>Recommended Rating for the Year</b>
1. Project Integration					
2. Site Infrastructure Services					
3. Groundwater Management					
4. Public Affairs and Community Relations					

**Summary of PEB's Rating**

<b>SUMMARY OF PEB'S RATING</b>				
<i>(IDENTIFY ANNUAL PERIOD)</i>				
<b>Member</b>	<b>Security</b>	<b>Technical Support to DOE</b>	<b>Site Infrastructure Services</b>	<b>Cost Savings Initiatives</b>
<i>Insert Name of Voter</i>				
<i>Insert Name of Voter</i>				
<i>Insert Name of Voter</i>				
<b>TOTALS</b>				

**Exhibit 5**

**AWARD FEE PROCESS**



## SECTION J

### ATTACHMENT H

#### INTEGRATED EXECUTION (REMEDIAL ACTION CONTRACTOR)

As referenced in SOW paragraph C.1.c., the following excerpt from the Remedial Action Contractor (RAC) task order Statement of Work provides a summary of some of the activities that will require interaction and integration between the TAC and the RAC:

##### C.1.4 Integrated Execution Plan (IEP)

DOE's contracting approach for the Moab project includes a Remedial Action contractor (RAC), which is the contractor for this task order, and a Technical Assistance contractor (TAC). The RAC/TAC model was previously used by the DOE Uranium Mill Tailings Remedial Action (UMTRA) program in the successful management of 22 UMTRA sites. S.M. Stoller Corp. currently performs as the TAC for the Moab project. The RAC shall develop a comprehensive approach that integrates RAC (hereinafter referred to as "contractor") and TAC activities to achieve safe and efficient work in support of the Moab Project Mission.

a. The contractor shall provide an Integrated Execution Plan (IEP) addressing coordination and communication with the existing TAC. The IEP shall be submitted to DOE not later than 60 days following task order award. The contractor shall address Sections C.1.4.b and C.1.4.c in the IEP.

b. Integrated Safety and Quality - The contractor shall integrate its overall safety and quality function with that of the TAC, including the TAC's Integrated Safety Management System (ISMS) and quality assurance plans. The contractor shall have their own ISMS, quality assurance plans, and any other plans required by this task order.

c. The functions delineated below are the responsibilities or functions that will be performed by the contractor. Also listed are the functions and responsibilities of the TAC. These functions will require interaction between the two contractors and will need to be integrated and coordinated during performance of the task order and addressed in the IEP.

i. The TAC will maintain and input project funding information into various DOE systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS). The RAC will provide information to the TAC for input into those DOE Systems.

ii. The RAC is responsible for implementation of safeguards and security in accordance with DOE M 470.4 and compliance with the TAC's safeguards and security program.

iii. The RAC will be responsible for safeguarding property in its possession, as well as the RRM, including during shipments.

iv. The RAC is responsible for site access control and access to radiological areas. The RAC is responsible for implementing badging requirements consistent with the DOE M 470.4-2 at the Moab and Crescent Junction sites.

v. The RAC is responsible for the total Moab (RAC and TAC) project baseline as specified in Section H.900 of the task order. The TAC is responsible for the Change Control Administrative Functions. The RAC will provide information to TAC, as requested, for the change control administrative functions.

vi. The RAC is responsible for providing its own computer equipment, hardware and software. The only computer equipment and hardware that will be provided to the RAC is listed in Section J – Attachment G. The RAC will ensure its equipment, hardware, and software are compatible and in compliance with the TAC's infrastructure communication system. The TAC is responsible for the information Technology (IT) Infrastructure at the Moab and Crescent Junction sites. This includes providing servers and network, internet access.

vii. The TAC has responsibility for the Public Affairs Functions. Section C. 4, Public Involvement and Stakeholder Interaction, identifies the RAC's responsibilities under this task order.

viii. The TAC has responsibility for the Records Management of the overall project. The RAC is responsible for performing its own internal records management functions including the records management requirements contained in this task order and the basic contract. The RAC will provide records necessary for the TAC's Records Management activities.

ix. The TAC is responsible for maintenance of the infrastructure for the communications systems, including the communication systems of the RAC. The RAC shall provide and maintain the desk phones, cell phones and walkie talkies. The only communication equipment that will be provided to the RAC is listed in Section J – Attachment G.

x. The TAC has responsibility for the design, implementation, operation, and maintenance of Interim Ground Water corrective actions.

xi. The RAC is responsible for management and operations of the evaporation pond that is fed by the Interim Ground Water corrective action wells. The TAC is responsible for operations of the extraction and injection wells.

d. The TAC does not have the authority to direct the contractor under this task order. If the TAC's performance of the above functions interferes with the ability of the contractor to perform under the task order, the contractor shall notify the DCO or DCOR immediately.

e. Transfer of Ongoing Activities: The Contractor is required to assume responsibility for all RAC activities within 30 days of task order award.

## Section J

### Attachment I

## TRAINING REQUIREMENTS

#### **Equipment Specific Operators Training:**

EQ100: Water Truck Safety Training  
EQ101: D-6 Bulldozer Safety Training  
EQ102: Backhoe Safety Training  
EQ103: Tractor Safety Brief  
EQ104: Dump Truck Safety Training  
EQ105: Smeal Derrick Training  
EQ106: Mule/Utility Vehicle Safety Briefing  
EQ107: Power Activated Tools

#### **Environmental Sciences Lab:**

ESL01: ESL Basic Employee Training  
ESL02: ESL Access for the Non-User

#### **Hazardous Materials:**

HM100: DOT Hazardous Materials Transportation General Awareness  
HM115: DOT Hazardous Materials Driver  
HM116: Hazardous Materials Transportation Security Awareness  
HM117: DOT Driver Training for CDL Drivers  
HM120: IATA Training  
HM210: DOT Basic Hazardous Materials Transportation Training  
HM211: DOT Basic Radioactive Materials Transportation Training  
HM212: DOT Basic Hazardous Waste Transportation  
HM310: DOT Advanced Hazardous Materials Transportation Training  
HM311: DOT Advanced Radioactive Materials Transportation Training  
HM312: DOT Advanced Mixed Waste Transportation Training  
HM400: Hazardous Materials Transportation\*

#### **Information Technology:**

IT100: Computer Security Awareness\*  
IT101: Microsoft Application Training (Web)

#### **Environmental:**

EC101: EMS Awareness Training\*  
EC200: Opacity Training  
HR290: RCRA Training  
HR920: Chemical Tracking & Hazardous Waste\*  
HS250: Management of Spent Fluorescent Tubes\*  
HS251: Mgt of Mercury-Containing Switches/Thermostats\*  
HS252: Mgt of Lead-Acid Batteries\*  
HS253: Mgt of Used Oil\*  
HS254: Mgt of PCB-Containing Light Ballasts\*  
HS255: Acceptance of Haz, Rad/Mixed Waste\*  
HS256: Mgt of Haz Waste/Mixed Waste in SAAs\*  
HS257: Mgt of NICAD Batteries\*

**Records Management & Office Support:**

HR670: Use of Copyrighted Materials\*  
HR680: GJO Records—What is a Record?\*  
HR690: Managing Electronic Mail\*  
HR685: OUO/UCNI  
RM105: Search and Review in Hummingbird

**Industrial Hygiene Monitoring:**

IH100: Noise Monitoring JPM  
IH101: Multi-Gas Detector JPM

**Medical:**

HS305: First Aid  
HS306: CPR  
HS335: First Aid Challenge  
HS336: CPR Challenge  
HS414: Bloodborne Pathogens\*  
MD307: Adult CPR - AED

**Health & Safety:**

HS108: Radiological Awareness\*  
HS109: GERT General Employee RAD Training\*  
HS113: Radiological Worker II (RWI)  
HS117: Radiological Worker II Retraining/Challenge\*  
HS120: Field Source Custodian\*  
HS150: Site Safety Supervisor Training  
HS151: Site Safety Supervisor Refresher  
HS160: Defensive Driver Training  
HS202: 24 Hour Hazardous Waste Operations and Emergency Response  
HS203: Hazardous Waste Site Refresher  
HS210: OJT Instructor Training  
HS212: Hazardous Communication Awareness\*  
HS215: Employee Hazard Communication  
HS221: Moab 3-Day OJT  
HS230: Lead Awareness\*  
HS259: POTW Protocol Refresher Training\*  
HS275: Excavation Competent Person  
HS304: Portable Fire Extinguishers  
HS315: All Terrain Vehicles  
HS317: Forklift Operator  
HS318: Lockout/Tagout Procedures  
HS322: Compressed Gas Cylinder Training  
HS324: Confined Space Entry  
HS325: Asbestos Inspector  
HS350: Respirator Wearer/Supervisor  
HS370: Asbestos Awareness Training\*  
HS400: Emergency Response for Switchboard  
HS401: Building Warden\*  
HS420: Use and Inspection of Portable Ladders  
HS431: Fall Protection Training  
HS433: Emergency Response Organization  
HS530: Frisker Personnel Training  
IT052: Integrated Safety Mgt Systems  
IT161: Off Road Vehicle Safety

**RAP TEAM:**

RP200: RAP Notification

**RCT:**

RT003: Radiological Control Technician

**Site Entry Training:**

S115A: Moab Pre-Site Entry Briefing

S115V: Moab Pre-Site Visitor Briefing

**Security Training:**

SC100: Initial Security Officer Training

SC300: Comprehensive Security Briefing\*

SC301: Security Education and Awareness Training\*

SC302: Cleared Personnel-Security Briefing

SC304: Annual Security Refresher\*

SC305: Counter Intelligence Brief for Newly Cleared Employees\*

SC306: Counter Intelligence Brief New Employee\*

SC307: Counter Intelligence Refresher

SC400: UCNI Awareness

**Environmental Sampling:**

GA3P: STD Practice Quality Assurance

GA4P: STD Practice for Health and Safety

GS13T: Test for Exterior Radon Measurement

GT1P: Field Documentation Processes

GT3P: Chain of Sample Custody/Control

\* Computer Based Training