

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 98

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/27/2012	2. CONTRACT NO. (if any) DE-EM0001128	6. SHIP TO: a. NAME OF CONSIGNEE EMCBC - ETEC	
3. ORDER NO. DE-DT0003515	4. REQUISITION/REFERENCE NO. 12EM003034		

5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	b. STREET ADDRESS U.S. Department of Energy C/O Boeing Santa Susana Field Laboratory Attention: Debbie Kramer 818-466-88 5800 Woolsuy Canyon Rd.		
	c. CITY Canoga Park	d. STATE CA	e. ZIP CODE 91034

7. TO: RICHARD THRASH	f. SHIP VIA
a. NAME OF CONTRACTOR CDM A JOINT VENTURE	

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 3201 JERMANTOWN ROAD SUITE 400	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY FAIRFAX	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE VA	f. ZIP CODE 220302883	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE
--------------------------------------	---------------------------

11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	Destination

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 1 Days' After Award	16. DISCOUNT TERMS NET 30
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: ██████████ DUNS Number: 140526943 Fund: 01751 Appr Year: 2012 Allottee: 33 Report Entity: 490813 Object Class: 25200 Program: 1111508 Project: 0004380 WFO: 0000000 Local Use: 0000000 Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME	OR for EMCBC		\$11,367,593.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777			
c. CITY	d. STATE	e. ZIP CODE	\$11,367,593.00	
Oak Ridge	TN	37831		

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed)
	Lori A. Sehlhorst
	TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/27/2012	CONTRACT NO. DE-EM0001128	ORDER NO. DE-DT0003515
-----------------------------	------------------------------	---------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	Period of Performance: 10/01/2012 to 09/30/2015 FOR OFFICIAL USE ONLY Services described in Section B.1 of the Task Order - ENVIRONMENTAL REMEDIATION SERVICES FOR ENVIRONMENTAL COMPLIANCE FOR AREA IV OF THE NORTHERN BUFFER ZONE OF THE SANTA SUSANA FIELD LABORATORY IN SUPPORT OF THE ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC) Line item value is:: \$11,367,593.00 Incrementally Funded Amount: \$260,000.00				11,367,593.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$11,367,593.00

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

This is a Cost Plus Incentive Fee (CPIF) Task Order for the ENVIRONMENTAL REMEDIATION SERVICES FOR ENVIRONMENTAL COMPLIANCE FOR AREA IV OF THE NORTHERN BUFFER ZONE OF THE SANTA SUSANA FIELD LABORATORY IN SUPPORT OF THE ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC). The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS). The Contractor shall furnished all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE) and otherwise do all the things necessary for performing in a safe, efficient, and effective manner. This work shall be performed under Item 001, *Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Waste Management Services, and Regulatory Services*, of the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) - Unrestricted contract # DE-EM0001128 (*herein referred to as the ID/IQ Basic Contract*).

B.2 TASK ORDER COST AND FEE

Item	Description	Estimated Target Cost	Target Fee	Total Estimated Cost Plus Target Fee
001	Services Described in Section B.1	██████████	██████████	<u>\$ 11,367,593</u>

(a) The total estimated target cost specified includes costs for the specific tasks associated with the PWS at Section C.

(b) The target cost of this task order is ██████████. The target fee of this task order is ██████████ of the target cost. The total target cost and target fee as contemplated by the Section I clause FAR 52.216-10 INCENTIVE FEE (JUN 2011) of this task order is **\$11,367,593**.

The minimum fee is: ██████████
 The maximum fee is: ██████████

(c) The cost sharing for cost underruns is:

Government: **50%** percent

Contractor: **50%** percent.

(d) The cost sharing for cost overruns is:

Government: **70%** percent
 Contractor: **30%** percent.

B.3 PROVISIONAL FEE PAYMENT

- (a) Payments of provisional target fee may be withheld by the Government to the extent that the CO determines that the Contractor’s performance is inadequate in the following areas: (1) safety performance; (2) quality performance; and (3) cost and/or schedule performance.
- (b) Payments of provisional target fee may be made monthly during the task order performance period. Each provisional target fee payment shall be limited to the following:
 - (1) The target fee divided by the total number of months in the task order performance period x 0.85 represents the maximum provisional target fee that can be made for a particular month. The remaining 0.15 of the target fee will be held until the final fee payment.
 - (2) If the CO determines that the contractor will earn substantially less fee, the CO may adjust the provisional monthly fee payment downward proportionately. The CO may also require repayment of provisional fees previously paid.
 - (3) Upon the final determination of the earned fee for the task order, the contractor may invoice the earned fee amount less any fee previously received from any provisional payments.

B.4 LIMITATION OF FUNDS

In accordance with FAR Clause 52.232-22, entitled “Limitation of Funds” for this cost reimbursement task order, total funds in the amount of **\$260,000.00** are obligated herewith and made available for payment of allowable costs and fee. It is estimated that this amount is sufficient for performance of this task order through **October 31, 2012**.

Date	Accounting and Appropriation Data	Amount	Cumulative
9/27/12	01751 2012 33 490813 25200 1111508 0004380 0000000 0000000 (Requisition: 12EM003034)	\$260,000.00	\$260,000.00

SECTION C

PERFORMANCE WORK STATEMENT

ENVIRONMENTAL REMEDIATION SERVICES FOR ENVIRONMENTAL COMPLIANCE FOR AREA IV OF THE NORTHERN BUFFER ZONE OF THE SANTA SUSANA FIELD LABORATORY IN SUPPORT OF THE ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)

1. TASK ORDER OBJECTIVE

- 1.1. The objective of the PWS is to provide environmental remediation services, i.e. to complete the preparation of an Environmental Impact Statement (EIS) for Area IV and the NBZ of the SSFL pursuant to Council on Environmental Quality regulations (40 CFR Part 1500-1509) and DOE National Environmental Policy Act (NEPA) implementing procedures (10 CFR Part 1021). In addition, the contractor shall provide support to Department of Toxic Substance Control (DTSC) for their CEQA Environmental Impact Report (EIR) analysis, complete chemical co-located sampling with Environmental Protection Agency (EPA), complete the data gap analysis and associated additional sampling, and prepare the Soils Remedial Action Implementation Plan. The Contractor shall evaluate any possible contaminants of concern, including both radiological and hazardous substances. The environmental sampling and analysis could cover any of the following media: water and sediment, soil, rock, air, biota and other environmental media.

2. BACKGROUND

- 2.1. The SSFL is located atop a range of hills between the Simi and San Fernando Valleys, north of Los Angeles in Ventura County, California. The SSFL is owned and operated by The Boeing Company. The SSFL is divided into four administrative areas—Area I, Area II, Area III and Area IV. A 42 acre portion of Area I and all of Area II (404 acres), are owned by the Federal Government administered by the National Aeronautics and Space Administration (NASA) and operated by The Boeing Company. Areas I and III are operated and mostly owned by The Boeing Company. Areas I and III total 785 acres. The Boeing Company also owns a contiguous buffer zone of 1143 acres to the south and a contiguous buffer zone of 182 acres to the north. The westernmost 290 acres of the site, known as Area IV, and is owned and operated by The Boeing Company for DOE. Area IV was used primarily for research and component testing in nuclear, solar and geothermal energy development. The ETEC occupies about 90 acres within Area IV with various buildings being owned by the DOE. ETEC presently includes buildings which house test apparatus for large scale heat transfer and fluid mechanics experiments,

mechanical and chemical test facilities, office buildings, and auxiliary support facilities. ETEC is surplus to the DOE's current mission and is undergoing closure. The site had numerous facilities, including some where chemical and radioactive substances were used. Contamination may exist in structures and the physical media including soils, surface and groundwater.

- 2.2. DOE issued an Environmental Assessment (EA) (DOE/EA-1345), Environmental Assessment for Cleanup and Closure of Energy Technology Engineering Center in 2003. The Department of Energy issued a Finding of No Significant Impact (FONSI) that determined that DOE would implement its preferred alternative of cleaning up radiological facilities and surrounding soils to a 15 millirem exposure per year standard plus As Low As Reasonably Achievable (ALARA). DOE determined that implementation of this alternative would be fully protective of future users of the site and did not significantly affect the quality of the human health or the environment within the meaning of NEPA. DOE decided not to prepare an EIS.
- 2.3. On May 2, 2007, the U.S. District Court for the Northern District of California (*Natural Resources Council et al. v. DOE et al.*) directed DOE to complete an EIS and Record of Decision for Area IV of SSFL, and "permanently enjoined the DOE from transferring ownership or possession, or otherwise relinquishing control over, any portion of Area IV until the DOE completed the EIS and issued a Record of Decision." In addition, the Court Order required the DOE to consider the following:
- The effects of possible contamination by other non-radiological toxic or otherwise hazardous materials
 - Address multiple exposures, i.e., chemical and radiological, as well as exposure to multiple radio nuclides
 - The suitability of the site for future residential use; and,
 - Possible radiological contamination of groundwater.

The DOE recognizes the need to prepare an EIS and fully endorses a thorough evaluation of a range of reasonable alternatives. DOE is pursuing an EIS as an optimal step in the process of successfully remediating Area IV. The EIS must include evaluation of a full range of reasonable alternatives and include analysis of any potential hazardous and radiological contamination. In addition, the EIS must evaluate previous actions undertaken in Area IV and any residual impact. The site also has significant interest from the general public, Federal and State regulatory agencies, and stakeholder groups. The EIS will be subject to rigorous review by each of the before-mentioned groups.

- 2.4. An Advanced Notice of Intent (ANOI), a Notice of Intent (NOI), and an amended NOI have all been previously published in the Federal Register announcing DOE's intent to prepare an EIS and the status of that preparation. These processes coupled with extensive initial public involvement activities form the basis for the ongoing process that actively

involves all parties in the design of the process for public and regulatory involvement in the EIS.

- 2.5. In December 2010, DOE signed an Administrative Order on Consent (AOC) with the State of California. The 2010 AOC requires DOE to prepare a Soils Remedial Action Implementation Plan. This plan shall summarize the previous radiologic and chemical sampling activities, describe the nature and extent of residual radiological and chemical contamination at the Site, include the planned remedial action and objectives, disposal strategies, any areas proposed for alternative technology implementation, any mitigation measures necessary to address identified environmental impacts and provide a remediation schedule. The AOC also requires that DOE prepare as part of the Soils Remedial Action Implementation Plan a Soils Remedial Design that details the technical and operational plans for implementation of the Soils Remedial Action Implementation Plan.

3. GENERAL REQUIREMENTS

- 3.1 The Contractor shall provide environmental remediation services, i.e. to complete the preparation of an EIS for Area IV and the NBZ of the SSFL pursuant to Council on Environmental Quality regulations (40 CFR Part 1500-1509) and DOE NEPA implementing procedures (10 CFR Part 1021). In addition, the Contractor shall provide support to DTSC for their CEQA EIR analysis, complete chemical co-located sampling with EPA, complete the data gap analysis and associated additional sampling, and prepare the Soils Remedial Action Implementation Plan. The Contractor shall be required to evaluate any possible contaminants of concern, including both radiological and hazardous substances. The environmental sampling and analysis could cover any of the following media: water and sediment, soil, rock, air, biota and other environmental media.
- 3.2 The Contractor shall furnish all labor, materials, equipment, facilities, transportation, and incidentals necessary to perform in accordance with this PWS. All documents, maps, photos, graphics, mailing lists, etc, shall become Federal property upon acceptance.
- 3.3 The Contractor shall support the Soils Treatability Study work by providing sampling results and technical expertise. This may entail review and comment on proposed treatability work plans, assistance with public and regulator interactions, and development of technical memorandums.
- 3.4 Release of Data. All data, reports, and materials contained or developed in this project shall not be released without written approval of the Government.
- 3.5 Meeting Memoranda. The Contractor shall furnish the Government a memorandum of each meeting held, summarizing any agreements or

decisions reached. All memoranda shall be provided within five (5) work days of the meeting.

- 3.6 The Contractor shall comply with DOE and site owner safeguards and security requirements to obtain entry to DOE facilities and site facilities. The Contractor shall comply with DOE and site owner environment, safety, and health requirements.
- 3.7 The Contractor shall provide its own office space on site at ETEC.
- 3.8 The Contractor shall use Microsoft Office for the preparation of all deliverable documents. The Contractor can use various types of models in support of preparation of the EIS. The Contractor shall provide all model input and output data to DOE.
- 3.9 The Contractor shall implement a formal change control process in accordance with Section I clause FAR 52.243-6 CHANGE ORDER ACCOUNTING. Each revision of the cost report will be submitted to DOE for review within the monthly progress reports so that the incremental costs of changes and corrections may be tracked. The basis of the cost estimates should include such categories as approach, cost assumptions, cost elements, direct labor, fringe benefits, direct costs, overhead, travel, general and administration, purchased equipment, purchased material, subcontracts, cost of facilities capital, inflation factor, etc.
- 3.10 The Contractor shall be required to prepare and submit brief monthly progress reports to the Designated Contracting Officer (DCO), Designated Contracting Officer's Representative (DCOR), and the DOE Office of Project Assessment. The monthly reports shall contain accurate, up-to-date accounts of all major work accomplishments and outstanding issues. The report will include a list of remaining milestones to be accomplished. Progress will be documented at a WBS level sufficient to provide clear visibility into all major tasks. Significant variances to planned work should be discussed, providing the reasons for the variance and planned corrective action. The monthly report will additionally provide a summary by WBS of current expenditures, expenditure plan for the balance of the fiscal year, and available funding.

The monthly progress reports will be due by the 15th of each month.

- 3.11 The Government reserves the right to request unscheduled meetings with the Contractor to review and discuss the progress and to discuss any problems or concerns that may arise. The Contractor may also request meetings with the Government. Dates and locations for these meetings shall be mutually agreed upon as necessary. It is anticipated that an estimated six (6) unscheduled meetings shall be attended by the Contractor's project manager, and shall involve travel to the Government's office or a similar distance for meeting with cooperating agencies or other organizations.

4. CHEMICAL SAMPLING FIELD WORK INCLUDING DATA GAP SAMPLING

- 4.1. The Contractor shall implement the requirements of the DTSC approved Master Field Sampling and Analysis Plan (MFSAP), the Health and Safety Plan (HASP), and the Quality Assurance Project Plan (QAPP). As the work progresses and in consultation with DOE and DTSC, it may become necessary to amend the MFSAP, the HASP, the QAPP or to develop activity specific health and safety plans. The Contractor shall prepare these plans in draft form, submit to DOE and incorporate any DOE, DTSC, and stakeholder comments.
 - 4.1.1. The Contractor shall prepare 10 hard copies, an MS word version, and a "pdf" version for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.
- 4.2. The Contractor shall prepare specific sub-area addendums to the MFSAP approved by DTSC. The Contractor shall prepare several working drafts of the MFSAP addendums for review by DOE, DTSC, EPA, and the community. These addendums shall identify sampling locations, and proposed chemical analysis.
 - 4.2.1. The Contractor shall prepare 10 hard copies, an MS word version, and a "pdf" version for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.
- 4.3. The Contractor shall work interactively with DOE, DTSC and the data gap analysis contractor to ensure that all requirements for the Phase 3 Data Gap Sampling as described in Section 2.5.3.3 of the 2010 AOC are met and reflect the results of the data gap analysis.
- 4.4. The Contractor shall prepare for and host meetings with the community presenting each sub-area addendums. The meeting shall be about 3 hours in length and held at or near the site. The Contractor shall prepare the meeting presentation, hand out materials, and host and facilitate the meeting.
- 4.5. *Field Work*
 - 4.5.1. **SSFL Site Procedures and Access.** The Contractor shall work closely with DOE with respect to access to the SSFL and shall continue the access agreement requirements as signed between Boeing and the Contractor. The Contractor shall also ensure that all Contractor staff are trained and work in compliance with the Boeing SSFL requirements for doing work at SSFL.
 - 4.5.2. **Data Gap Samples.** The Contractor shall take all steps necessary to obtain chemical data gap samples. This includes procuring chemical analytical services for all analyses listed in Table 1. The Contractor shall research the capabilities of the

laboratories in achieving the agreed upon requirements for the Interim Screening Levels and eventual Look-up Table lower reporting limits than those normally requested for analytical services.

- 4.5.3. Sample Management. The Contractor shall set up a sample management and shipping facility in its office trailer at SSFL. The Contractor shall procure all supplies and materials necessary to manage the co-located samples in the field.
- 4.5.4. Utility Clearances and Permits. The Contractor shall be responsible for obtaining the appropriate digging permits from the site and shall be responsible for coordinating all utility clearances with the property owner. The Contractor shall take all reasonable precautions to protect persons and property near the work site, and shall restore the site to its original state when the field work is complete.
- 4.5.5. Groundwater Sampling. Groundwater shall be analyzed, if required by DOE, for those contaminants as identified in the Gap Analysis. The quantity of samples will be based on data from the Gap Analysis and actual field observations. The lab used by the contractor is required to be an EPA approved lab and certified by the State of California.
- 4.5.6. Other Environmental Media. Biota and any other environmental media have the potential to be analyzed as part of the Data Gap Analysis. The quantity of this type of sampling will be based on the Contractor evaluation of existing data. The Contractor shall provide a complete evaluation if any additional environmental media requires characterization. This information shall be provided in the Gap Analysis.
- 4.5.7. The Contractor shall implement the addendums to the MFSAPs. The Contractor shall provide field personnel to handle the samples in accordance with the MFSAP. The Contractor shall procure the services of a direct push drill technology, shall have the ability to do trenching to collect samples, and shall be required to hand auger to most effectively obtain soil samples.
 - 4.5.7.1. Drilling Equipment. Drill rig, drilling pipe (augers and pipe), work surfaces, and all other associated equipment shall be free of contamination before entering site. The drill rig, drilling pipe (augers and pipe), work surfaces, and vehicle wheels shall be steam-cleaned using a high temperature, high pressure steam cleaner before entering the work site. The drill rig and all associated equipment shall be decontaminated before leaving the site. Any other vehicle and/or equipment which come into contact with contaminated soils shall be decontaminated. All

decontamination procedures shall follow the MFSAP. All liquids generated during decontamination procedures shall be collected and disposed of in accordance with Federal and State regulations.

- 4.5.8. The Contractor shall label sample containers and fill the containers with soil material. The Contractor shall complete sample labels, record sampling information in a field log book per the FSAP, complete the chain of custody form, shipping documentation, and prepare samples for shipment to the analytical laboratories. The Contractor shall follow-up with each analytical laboratory sample shipment receipt to ensure samples were received properly. In addition, in some sub-areas, the contractor may be required to obtain samples by trenching.
- 4.5.9. Site Investigation Data Review
- 4.5.10. The Contractor shall review the analytical reports received from the laboratory for documentation that demonstrates completeness and adherence to sample handling, preparation, analysis, and quality control protocols. Contractor shall document this data completeness review in the Sampling and Analysis Report.
- 4.5.11. The Contractor shall subject the analytical data to an EPA Level 4 data validation review. A separate data validation report shall be prepared for each sample delivery group. The data validation efforts will be summarized in the body of the Sampling and Analysis Report with the actual validation reports appended to the document.
- 4.6. Following the data review and validation, the analytical results shall be incorporated into the overall SSFL sampling data base being managed by Boeing. The Contractor shall continue to implement the Standard Operating Procedures to ensure data correctness and integrity.
- 4.7. The DTSC, coordinating with DOE, may collect split samples: (soil, water, waste, sediment, etc.). Using a State-certified and EPA approved laboratory, the sampling activities shall be in conformance with State and EPA, Region IX Field and Sampling Protocols. The contractor shall be responsible for obtaining and submitting blanks and spikes. The contractor shall ensure that split samples shall not exceed holding times, established by the State or EPA, and shall ensure that there will not be any weekend deliveries to the laboratory. State and/or EPA may overview the contractor in the field.
- 4.8. Sample and Analysis Report Phase 3
 - 4.8.1. The Contractor shall prepare a results technical memorandum that documents each sub-area's results. This report shall describe the sampling episode, the area investigated,

investigation methods, analytical suites, variations from the MFSAP (reasons and potential impacts to the data), provide analytical results tables, and study area maps showing locations of samples with results that exceed action levels (background and risk-based screening levels). The Contractor shall prepare a draft report for DOE review. Upon acceptance the report shall be provided to DTSC and the community.

4.8.1.1. The Contractor shall prepare 10 hard copies of each results technical memorandum, a word version, and a "pdf" for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.

4.8.2. Each individual sub-area's data summary report shall be combined into a Chemical Data Summary Report. This Chemical Data Summary Report shall contain a summary of the entirety of the data collection efforts and shall include the horizontal and vertical extent of contamination in the soils that exceed background levels of chemical contamination.

4.8.2.1. The Contractor shall prepare 10 hard copies, a word version, and a "pdf" for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.

5. SOIL TREATABILITY TEST PLAN IMPLEMENTATION

5.1. The Contractor will implement the DTSC approved soil treatability work plans developed as a part of the Soil Treatability Study.

5.1.1. Plans will be implemented for both bench scale and pilot scale testing and use the approved processes and procedures as described in Section 4.5.

5.1.1.1. A data summary report will be prepared that details results of the study and recommendations for additional work as may be warranted based on the study results. The Contractor shall prepare 10 hard copies, a word version, and a "pdf" for posting on the DOE and DTSC websites.

6. ENVIRONMENTAL IMPACT STATEMENT

- 6.1. The EIS shall be prepared in accordance with the Council of Environmental Quality's NEPA Implementing Regulations and the DOE NEPA Implementing Procedures. The Contractor shall be intimately familiar with Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA) and CEQA requirements. Understanding of these regulatory areas is critical to the success of proper evaluation of the Area IV and NBZ remediation alternatives.
- 6.1.1. The CEQ regulations at 40 CFR § 1502.10 provide a format for an EIS: (a) cover sheet, (b) summary, (c) table of contents, (d) purpose of and need for action, (e) alternatives, including the proposed action (sections 102(2)(C)(iii) and 102(2)(E) of NEPA), (f) affected environment, (g) environmental consequences (especially sections 102(2)(C) (i), (ii) (iv), and (v) of NEPA), (h) list of preparers, (i) list of agencies, organizations, and persons to whom copies of the EIS are sent, (j) index, (k) appendices (if any). The Contractor shall use this format in preparation of the Area IV EIS.
- 6.1.2. The sections of the Area IV EIS that describe the "purpose and need for agency action" shall be written collaboratively with DOE, stakeholders, and the California Environmental Protection Agency (CalEPA) Department of Toxic Substances Control (DTSC) staff with support from the EIS Contractor. The proposed actions and range of alternatives shall be developed interactively with a series of Alternative Development Workshops sponsored by DOE and supported by the Contractor. The proposed actions may change during document preparation as the result of further consideration, public comment, or external developments. The purpose of the EIS shall have a specific objective. The need shall either eliminate a broader underlying problem or take advantage of opportunities to effectively remediate Area IV. All other portions of the EIS as prepared by the Contractor are subject to independent review and verification of data and analyses by DOE and may need to be changed or modified accordingly.
- 6.2. EIS preparation requires an interdisciplinary approach that integrates use of the natural, physical, and social sciences and the environmental design arts. The preparers' disciplines shall be appropriate to the identified scope and issues. For the Area IV EIS, the expertise needed in the NEPA document preparation team shall include but is not limited to: waste treatment, management, and disposal; nuclear physics, radiation safety, health physics, various fields of engineering, surface and groundwater hydrology and water quality, geology and seismicity, air quality and meteorology, radioactive and chemical contaminant transport, traffic and transportation safety, terrestrial and aquatic ecology, radioecology, land use management, endangered species biology, soil science, wetland

management, water resource planning, paleontology, archaeology and cultural resources, utility and infrastructure design, occupational and public health and safety, noise, socioeconomics, visual resources, recreation, landscape architecture, environmental justice, modeling, statistical analysis, and risk assessment, including analysis of accidents and intentional destructive acts. The Contractor shall know the requirements for environmental review under the CEQA. The Contractor shall prepare the Area IV EIS and provide feedback to DOE on how the Area IV EIS is either consistent or differs from what an Area IV EIR would require under CEQA requirements.

- 6.3. The Contractor shall integrate the EIR values, as stated in CEQA, into the Area IV EIS if regulatory negotiations lead to this conclusion. If it is determined during stakeholder involvement that an integrated EIS/EIR is the proposed path then the Contractor shall be responsible for performing this function.
- 6.4. The EIS shall describe the remediation alternatives for Area IV as developed by the Alternative Development Workshop Series and this analysis shall be based on the impacts to the environment, workers and the public. Action alternatives that meet the purpose and need for remediation and closure shall also be described and analyzed for their environmental consequences. Environmental effects analyses shall be conducted in the following areas: surface water and groundwater contamination and hydrology, soil contamination and geology, airborne contamination, ecological resources (endangered species and wetlands), waste management, transportation, socioeconomic, environmental justice, cultural and paleontological resources, and facility decontamination and decommissioning. Cumulative impacts shall be analyzed to determine significance and effect on the environment. Measures which shall avoid or mitigate potentially significant environmental impacts shall be described.
- 6.5. The Contractor shall support the DOE in gathering and assembling into a concise and descriptive statement the proposed activities to be addressed in the EIS. The Contractor shall develop fully the draft purpose and need statement that was shared with stakeholders and regulators during the Alternative Development Workshop Series conducted during summer 2012. The alternatives developed as part of that series shall also be described and analyzed in the EIS.
- 6.6. The Contractor, with Government assistance, shall develop a specific milestone schedule to complete the EIS process for this action by the Contractor to manage work on the EIS and by the Government to monitor the progress of work on a monthly basis. The schedule shall also include specific dates that demonstrate when milestones shall be met. A copy of the schedule, with any revisions or updates, and status of the project milestones shall be presented in the monthly progress reports.
- 6.7. The Contractor shall prepare and assemble the Administrative Record (AR) and furnish it to the Government after the Record of Decision (ROD)

is signed. The AR shall be the entirety of the information relied upon to prepare the EIS. The AR shall be inclusive of all information and analyses either generated or obtained from other sources, or used to support documentation and analyses. A complete AR shall be the entirety of the information relied upon within the Contractor's possession plus all information in other locations listed in the references. Information listed in the references at other locations do not have to be included. The Contractor shall organize the information composing the AR as an accessible file, indexed by topic to the extent possible, and shall submit this record to the Government. The AR File for the EIS is the property of the Government. The DOE may direct the Contractor to transfer the AR file to DOE at any time during the EIS preparation process and the Contractor shall comply within five days of notification.

6.8. The Contractor shall be responsible for preparing and publishing the Notice of Scoping Meetings or other public meetings in newspapers of general circulation within the affected areas. The notices shall be published in these newspapers approximately 14 days and 7 days prior to the scheduled meetings. The Contractor shall provide the draft notices for Government review at least 14 days prior to the proposed publication date. A copy of the public notice meeting shall be mailed by the Contractor to the entire mailing list for receipt approximately two weeks prior to the scheduled meetings.

6.8.1. *Plan and conduct scoping meetings arranging for public advertisements, public notice, logistics, meeting material preparation, scoping transcript.* The Contractor shall be responsible for making arrangements for the DOE approved date and time of each meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copy and distribution, audio, visual and computer support, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.

6.8.2. The Contractor, in consultation with the Government, shall provide all logistic support (including leasing of a meeting room and obtaining the services of a court reporter and conduct the public scoping meeting(s)) to gain input from the public concerning the scope of issues and level of analysis to be considered in the EIS. The DOE will work closely with the Contractor when determining locations of the meetings and hearings and the Contractor shall make all the arrangements for the facilities.

6.8.3. *Responses to Public Comments.* The Contractor, in coordination with the Government and the cooperating agencies, shall prepare responses to public comments on the Scoping and Draft EIS (DEIS) and provide the comments and drafted responses to

the Government for review and comment. Responses to comments shall also include additional tables, graphics or additional data for review and incorporation into the text or appendices of the Final EIS (FEIS) as well as corrected text from the DEIS. The Contractor shall coordinate with the Government on the method to be used for comment response, identifying major comments and any conflicting comments. All responses shall be subject to approval by the Government prior to finalization for inclusion in the Preliminary Draft EIS (PDEIS).

- 6.9. The Contractor shall prepare a PDEIS for all of Area IV and the NBZ in accordance with the following requirements:
 - 6.9.1. Implementation of Baseline Environmental Conditions. The Contractor shall use environmental reports and data and prepare narratives documenting baseline environmental and socio-economic conditions. The Contractor shall also use all the previously collected sampling data from the RCRA Facility Investigation (RFI) process as well as the AOC Phase 1, 2, and 3 sampling efforts. The information assembled shall be sufficient to (1) assess the environmental, historic, economic and social values that will be affected, either beneficially or adversely, by the proposed actions and alternatives and (2) demonstrate compliance with related environmental requirements, and (3) evaluate proposed actions and all connected actions (40 CFR 1508.25). Connected Actions are independent parts of a larger action and depend on the larger action for their justification.
 - 6.9.2. Economic Impact Analyses. The Contractor shall perform regional economic impact analyses of the proposed action and its alternatives using accepted analysis techniques. Socioeconomic setting data shall be gathered from existing sources. The socioeconomic analyses shall examine the effects of the proposed action and its alternatives on the availability of local housing and on the ability of the affected, local infrastructure (i.e., traffic, school, hospitals, municipal services, etc.) to accommodate any increased demands to be potentially placed upon them.
 - 6.9.3. Cultural Resources. In implementing as part of this EIS process the Advisory Council on Historic Preservation's regulations entitled, Protection of Historic Properties, and found at 36 CFR Part 800, the Contractor shall review current historic property documents provided by the Government and the regulatory/cooperating agencies (see DOE-ETEC website: http://www.ete.energy.gov/Environmental_and_Health/Cultural.html). The Contractor shall also request documents from the State Historic Preservation Officer and relevant academic and local area sources. Relevant information from these documents must be included in the cultural resource sections of the PDEIS. These documents can include local or regional histories,

archeological surveys, historic architectural inventories, cultural resource management plans, agreements, etc. All maps of any cultural resource sites that will be included in the EIS shall be provided by the Contractor at a scale such that specific sites cannot be easily found and the resources thereby protected.

- 6.9.4. Wetlands. For the purpose of implementing and documenting the requirements of the Executive Order on Wetland Protection within this PWS, the Contractor shall use existing information and data from traditional sources such as the U S Fish and Wildlife Service, U S Army Corps of Engineers, and State water resource agencies. Based upon information provided, maps and other descriptive information shall be adapted by the Contractor and included in the PDEIS in order to support the analysis of the extent, amount and importance of any wetlands to be impacted by the proposed action and its alternatives.
- 6.9.5. Threatened and Endangered (T&E) Species. For the purpose of implementing and documenting the consultation procedures under Section 7 of the Endangered Species Act, the Contractor shall formally coordinate with the U S Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), when appropriate, to determine possible impacts to (i) any threatened or endangered species listed or proposed (ii) candidate species, and (iii) any listed or proposed critical habitat. Coordination with the USFWS, NMFS, and the State game and fish management agencies, as appropriate, shall be documented. Potential impacts to State listed species shall also be addressed in the PDEIS. The PDEIS should identify all petitioned and listed T&E species and critical habitats.
- 6.9.6. Environmental Justice. The Contractor shall obtain information on the presence of Indian Tribes, other minority populations and low income populations in the project area as part of the regional economic analyses. If initial studies indicate that a target population(s) is located within a geographic area to be impacted by the proposed action or its alternatives, per the previously referenced guidance on implementing Executive Order 12898, specific proactive steps must be implemented in order to include the identified target population(s) in the public participation plan. As described in Executive Order 12898, the potential or absence of effects of the proposed action and its alternatives on minority and low income target populations shall be specifically addressed in the Environmental Consequences section of the PDEIS.
- 6.9.7. Existing Environmental Pollution, Hazards and Other Health and Safety Risks. The Contractor shall obtain information from the EPA or equivalent State agencies regarding any existing hazardous conditions at the site of the proposed action and its alternatives that may pose health and safety risks to future

construction workers, employees, occupants, or visitors. Hazardous materials and hazardous waste and all associated direct, indirect, and cumulative impacts shall be addressed. The Contractor shall perform any required risk calculations/dose calculation necessary in support of alternatives evaluation. These calculations shall require the Contractor to be familiar with CERCLA, RCRA and CEQA requirements.

- 6.9.8. Floodplains. For the purpose of implementing and documenting the requirements of the Executive on Floodplain Management within this PWS, the Contractor shall use existing information and data from the Federal Emergency Management Administration with alternative sources being the U S Army Corps of Engineers, State water resources agency, or a region specific agency with special expertise. Based upon the information provided, maps and other descriptive information shall be adapted by the Contractor and included in the PDEIS to support the analysis of the extent, amount, and importance of any floodplains to be impacted by the proposed action and its alternatives. The PDEIS shall identify any alternative that is within a 50 year or 100 year floodplain. The PDEIS shall describe all waters of the U.S. that could be affected by the project alternatives. The discussion shall include acres, habitat types, values and functions of the water.
- 6.9.9. Noise and Light. Existing data shall be reviewed as well as literature examined to evaluate the potential noise and light impacts of the proposed action and its alternatives. The Government will provide relevant data, if available, from similar operating facilities. The Contractor shall address the projected changes of noise and light levels that will be generated by the proposed action and its alternatives, especially with respect to any sensitive receptors.
- 6.9.10. Mitigation. During the course of performing the analyses and evaluations required to complete the EIS, the Contractor shall provide DOE with a Mitigation Plan. The contractor shall provide to the Government appropriate measures that would avoid or mitigate any adverse impacts which might be identified. The PDEIS shall evaluate measures to reduce construction emissions of criterion air pollutants and hazardous air pollutants. Hazardous waste mitigation and pollution prevention techniques need to be considered and evaluated.
- 6.9.11. Air Quality. The PDEIS shall provide a detailed discussion on ambient air conditions, (baseline or existing), National Ambient Air Quality Standards (NAAQS), criteria pollutant non attainment areas, and potential air quality impacts of the project alternatives.
- 6.9.12. Water Resources. The PDEIS shall estimate the quantity of water that each alternative will generate. The PDEIS shall

describe the source of this water and potential effects on other water users and natural resources. If groundwater is used, the PDEIS shall clearly depict reasonably foreseeable direct, indirect and cumulative impacts to the resources. Specifically, the potentially affected groundwater basin shall be identified and any potential for subsidence and impacts to springs or other open water bodies and biological resources shall be analyzed.

- 6.9.13. Project Water Discharges. The PDEIS shall address any potential affects of discharges to surface water and its quality. The specific discharges shall be identified and potential effects of discharges on designated beneficial uses of affected waters shall be analyzed. If alternatives evaluate a zero discharge facility, the PDEIS shall disclose the amount of process water that would be disposed of on-site and explain containment methods. If any types of evaporation ponds are part of alternatives they shall be evaluated for potential environmental effects, such as runoff.
- 6.9.14. Drinking Water Supplies. The PDEIS shall provide information on potentially affected drinking water systems as well as the magnitude of cumulative impacts. Both public and private water systems shall be included in the evaluation.
- 6.9.15. Invasive Species. Executive Order 13112, Invasive Species (February 3, 1999), need to be factored into the alternative evaluations. The PDEIS shall discuss methods to minimize the economic, ecological and human health impacts from invasive species. Mitigation methods shall be evaluated that consider introduction of native plant species as part of the alternatives.
- 6.9.16. Cumulative Impacts. The PDEIS shall describe the impacts on the environment which results from the incremental impact of the action when added to other past, present and reasonably foreseeable future actions. Per the Council on Environmental Quality (CEQ), the cumulative impacts shall provide the magnitude of the impacts of the alternatives by analyzing these impacts. The analysis shall consider air, groundwater, hydrology, soils, biological resources, and cultural resources.
- 6.9.17. For each resource analyzed, the PDEIS shall:
 - Identify the current condition of the resource as a measure of past impacts. For example, the percentage of species habitat lost. In addition, a baseline needs to be identified and defended.
 - Identify the trend in the condition of the resource as a measure of present impacts. For example, the health of the resourced is improving, declining or is static.

- Identify all other ongoing, planned, and reasonably foreseeable projects in the study area that may contribute to cumulative impacts.
- Identify the future condition of the resource based on the analysis of the cumulative impacts of reasonably foreseeable project alternatives.
- Assess the cumulative impacts contribution to the long-term health of the resource and measure projected impacts.
- Disclose how these impacts could be mitigated.
- Include opportunities to avoid such impacts.

6.10. Maps. The Contractor shall obtain and/or adapt appropriate existing land use maps for inclusion in the PDEIS showing the location of study area boundaries and environmentally sensitive areas that may be affected by the proposed action and its alternatives. The Contractor shall use the Geographic Information System (GIS) to produce EIS maps. These maps shall include, but not be limited to, wetlands, cultural resource sites, endangered/threatened species habitat (State and Federal), floodplains and waterways, important farmlands, severely eroded sites, and any sensitive natural areas. Maps shall be adapted to assure that a balanced or equivalent presentation of information is shown throughout the document for each resource area. A map(s) displaying the regional and site locations of the proposed action and its alternatives shall also be included in the PDEIS.

6.11. Preparation of PDEIS. Using information describing the proposed actions and alternatives, baseline environmental information, scoping information, and information gathered as part of planned additional characterization efforts; the Contractor shall address the impacts anticipated from the proposed action and its alternatives. The PDEIS shall be prepared in conformance with both the CEQ regulations and DOE Order 451.1B.

6.11.1. Analysis. The Contractor is responsible for identifying, documenting, and analyzing relevant conditions, issues, and effects associated with the proposed action and alternatives. This document shall be structured so as to include only the data to perform the analysis. The Contractor is required to use all data available and relevant to perform their alternative evaluations. Alternatives that fulfill the purpose of the project and need shall be evaluated in detail. A robust range of alternatives shall include options for avoiding significant environmental impacts. The PDEIS shall provide a clear discussion of the reasons for elimination of any alternative.

6.11.2. Format of the PDEIS. The format to be used is the one specified in the CEQ regulations. The text shall be error free, complete, clear, concise, and grammatically correct. The main text of the report shall be written in a manner suitable for reading by persons not professionally trained for the technical subject

discussed. Acronyms shall be used only on a limited basis. Any acronyms used shall be defined on first use and included in a list of acronyms page.

- 6.11.2.1. Submittal of PDEIS. The Contractor shall submit the PDEIS to the Government for review and comment. The Contractor shall prepare 5 hard copies, a word version, and a "pdf".
- 6.12. *Draft Environmental Impact Statement (DEIS)*. Following the review and acceptance of the PDEIS by the Government, the Contractor shall proceed with the preparation of the DEIS document.
- 6.12.1. The front cover of the DEIS (and FEIS) shall contain the title of the document, the DOE name, date of official release (month and year), and the name of the Contractor who prepared the document.
 - 6.12.2. Upon approval of the DEIS by the DOE, the Contractor shall provide an electronic file in Microsoft Office, and "pdf" and 50 printed copies. The Contractor shall provide mailing labels for public distribution of the DEIS. The Contractor shall be responsible for reproduction and distribution of the DEIS to the public.
 - 6.12.3. *Public Meetings and Response to Comments DEIS*. The Contractor shall prepare the DEIS and PFEIS in accordance with the CEQ regulations.
 - 6.12.3.1. The Contractor shall prepare a draft and final Notice of Availability (NOA) of the DEIS for Government approval. The locally published NOA shall also give the location and the date and time of the public meeting(s) for receiving comments on the DEIS. After consulting with the Government, the Contractor shall prepare and advertise the NOA in the non-legal section of the local newspaper or newspapers as per defined in the public participation plan. The Contractor shall also prepare a draft news release for Government approval. The draft NOA and [news release] shall be timed for publication concurrent with the filing of the DEIS, at least 30 days prior to the date of the public meeting(s). The Contractor shall distribute the NOA to the entire mailing list approximately 30 days prior to the scheduled meeting(s).
 - 6.12.3.2. The Contractor, in consultation with the Government, shall schedule, provide all logistic support, and conduct the public meeting(s) for DEIS review. The public meeting shall be held no

earlier than 30 days after the NOA appears in the Federal Register. The Contractor shall follow the agreed upon schedule and processes to be defined in the stakeholder involvement plan that shall be in place as part of this effort. The Contractor shall provide a court reporter to transcribe each meeting and prepare a summary report for each public meeting, with a hard copy of the transcript attached, for Government review.

- 6.12.3.3. Responses to Public Comments on DEIS. The Contractor, in coordination with the Government and the cooperating agencies, shall prepare responses to public comments on the DEIS and provide the comments and drafted responses to the Government for review and comment. Responses to comments may also include additional tables, graphics or additional data for review and incorporation into the text or appendices of the FEIS as well as corrected text from the DEIS. The Contractor shall coordinate with the Government on the method to be used for comment response, identifying major comments and any conflicting comments. All responses shall be subject to approval by the Government prior to finalization for inclusion in the PFEIS.

- 6.13. *Preliminary FEIS (PFEIS)*. The Contractor shall incorporate the approved revisions and responses to comments from the DEIS into a PFEIS.

- 6.13.1. Twenty (20) copies of the PFEIS and one electronic version shall be submitted to the Government, and additional copies shall be provided to regulatory and cooperating agencies for review and approval. Additional agency comments shall be incorporated into the PFEIS, as directed by the DOE.

- 6.13.2. *PFEIS Administrative Review*. The Contractor shall prepare a full version PFEIS for Government review and approval. The PFEIS shall show the contents, page layout, paper quality, cover quality, print quality, tables, graphics, photographs, and related appearance criteria. The PFEIS format shall be the same as for the PDEIS outlined above. The use of high quality graphics, photos, and other illustrative materials is required.

- 6.13.2.1. Twenty (20) copies of any required revisions to the PFEIS shall be furnished to the Government for final review and approval. If necessary, a PFEIS administrative review meeting shall be held to resolve any open issues.

- 6.13.3. Submittal of the PFEIS. The Contractor shall include all comments into the revised PFEIS for further DOE and regulatory agency, cooperating agency review. Following DOE review and acceptance, the Contractor shall proceed with the FEIS.
- 6.14. *Final EIS (FEIS)*. The Contractor shall provide the following support for preparation, filing, and notice of the FEIS.
 - 6.14.1. Draft NOA for FEIS. The Contractor shall perform the same tasks for the publication and distribution of the NOA for the FEIS as was performed for the NOA for the DEIS Publication of the NOA.
 - 6.14.2. Printing, Mailing and Filing FEIS. The Contractor shall provide two printed copies (plus additional copies for mailing), and an electronic copy of the FEIS to the Government. The Contractor shall also provide printed mailing labels for distribution of the FEIS. The Contractor shall be responsible for reproduction and distribution of the FEIS to the public. The DOE will file the FEIS with EPA. The waiting period for the FEIS, during which review and comments may be made, shall be 30 calendar days after EPA's NOA appears in the Federal Register.
 - 6.14.3. Responses to FEIS Comments. Any comments received on the FEIS shall be addressed by the Contractor, in draft and final letter format, after coordination with the DOE and, if necessary, any affected cooperating agency. All responses must be approved by the Government. A final response to comments document shall be prepared and provided to the DOE.
 - 6.14.3.1. The Contractor shall provide 50 copies and an electronic copy of the Final Response to Comments document when they provide the FEIS.
 - 6.14.3.2. The Contractor, if determined by DOE, shall schedule, provide all logistic support, and conduct the public meeting(s) for FEIS review. If a public meeting is held, meeting transcripts shall be required.
- 6.15. *Record of Decision*. The Contractor shall prepare a preliminary draft and final draft ROD as well as its NOA for publication locally. The Contractor's responsibilities for the publication and distribution of this NOA shall be the same as for the NOA for the FEIS. The DOE will be responsible for the publication of its notice of availability in the Federal Register.

7. BUILDING SAMPLING

7.1. The Contractor shall conduct radionuclide characterization of all remaining structures in Area IV. The Contractor shall implement the DTSC approved Building Sampling Plan, conduct the sampling, and prepare a report of the results. A draft report that documents the results of the sampling effort shall be prepared for distribution to DOE and DTSC. After incorporation of DOE and DTSC comments, the plan shall be distributed to stakeholders and a final report shall be prepared that documents the sampling results.

7.1.1. Ten hard copies and 25 electronic (CD) copies shall be made. The electronic version shall also be prepared for placement on the ETEC and DTSC websites.

8. CONCRETE SLAB CHARACTERIZATION

8.1. The Contractor shall assist DOE with interactions with DTSC to determine a background for concrete slabs. This shall incorporate the processes and procedures that DTSC and EPA used to determine radiological and chemical background for soil

8.2. The Contractor shall develop a work plan for approval by DTSC to characterize concrete slabs throughout Area IV and the NBZ. This work plan will be implemented using the sample processes and procedures as described in Section 4.5 Field Work.

8.2.1. The Contractor shall prepare a report detailing the results of the sampling effort.

8.2.1.1. Ten hard copies and 25 electronic (CD) copies shall be made. The electronic version shall also be prepared for placement on the ETEC and DTSC websites.

9. STAKEHOLDER AND PUBLIC INVOLVEMENT

9.1. The Contractor shall assist DOE with interactions with US EPA and DTSC. This may include the development of technical memorandum and assistance with meetings and meeting notes, review and comment on technical documents, and preparation of deliverables for discussions with DTSC and stakeholders.

9.2. The Contractor shall review, revise, and update the ETEC Stakeholder Involvement Plan. The plan includes stakeholder/ public involvement opportunities including public meetings, focus group meetings, newspaper notices, and news releases/support. The Contractor shall prepare draft revisions to the plan utilizing information gathered by both the Contractor and DOE. The DOE will share this plan with all stakeholders and discuss contents with all interested parties prior to this

plan being approved by the DOE. Any Government comments shall be incorporated into the final plan.

- 9.3. The Contractor shall review, and if necessary, update the Stakeholder Involvement Plan.
- 9.4. Public notice described more fully in Section 5.8 shall be issued at least two weeks prior to the scheduled public scoping meeting(s) and concurrent with filing of the Draft Environmental Impact Statement (DEIS) and Final Environmental Impact Statement (FEIS), respectively and at other times as deemed appropriate to announce public involvement activities. Notices shall be published in the non-legal section of the newspaper(s) with copies sent to parties on the mailing lists. The DEIS newspaper notice shall include both the notice of availability of the DEIS and the schedule and location(s) for the DEIS public meeting(s). The FEIS notice shall notify the public of the availability of the FEIS. Notices shall be drafted by the Contractor and submitted to the Government for approval prior to their release to the media. Draft news releases shall be submitted in time to accommodate processing by the Government for publication in the news media (minimum 30 days prior to scheduled meetings or release of NEPA document). Development or support of the development of a minimum of 4 news releases shall be part of the Contractor's scope. This shall include: one prior to the scoping meeting(s); one concurrent with filing of the DEIS and prior to its public meeting(s); one concurrent with filing the FEIS; and one concurrent with the Record of Decision.
- 9.5. The Contractor shall prepare and update when necessary the active stakeholder public mailing list, including all interested of affected agencies, interested parties, various news media and public libraries throughout the area of environmental impact, and individuals commenting during any phases of the EIS process. The stakeholder public mailing list shall be used for all phases of the EIS process from pre-scoping to the ROD. The mailing list(s) shall be edited periodically to include those individuals responding to the scoping requests, part of the focused groups, other correspondents, and those individuals attending the public meetings: and delete those requesting removal from the list, changes in addresses, and undeliverable addresses. Electronic versions of the mailing lists or printed labels shall be provided to the Government upon request. The Contractor shall also establish and staff a toll-free telephone line as part of the stakeholder and public involvement process.
- 9.6. The Contractor as described in Section 5.8 shall be responsible for preparing and publishing the Notice of Scoping Meeting(s) or other public meetings in newspaper(s) of general circulation within the affected area(s). The notices shall be published in these newspapers approximately 14 days and 7 days prior to the scheduled meetings. The Contractor shall provide the draft notices for Government review at least 14 days prior to the proposed publication date. A copy of the public notice meeting shall be mailed by the Contractor to the entire mailing list for receipt approximately two weeks prior to the scheduled meetings. In

addition, the Contractor shall prepare a Summary Scoping Document (less than 15 pages) for purposes of the formal scoping meetings with the public.

- 9.7. The Contractor shall be responsible for making arrangements for the DOE approved date, and time of each public meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copy and distribution, audio, visual and computer support, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.
- 9.8. The Contractor, in consultation with the Government, shall provide all logistic support (including leasing of a meeting room and obtaining the services of a court reporter and conduct the public scoping meeting(s) to gain input from the public concerning the scope of issues and level of analysis to be considered in the EIS (as required by NEPA). The DOE will work closely with the Contractor when determining locations of the meetings and hearings and the Contractor shall make all the arrangements for the facilities.
- 9.9. The Contractor shall prepare in addition to meeting transcripts, a log of each comment of the results of agency and public scoping coordination. The report shall include a spreadsheet or other tabular format for compiling and sorting public/stakeholder comments obtained at all of the scoping meetings. This shall also include any comments received via email, regular mail or by phone. Upon compilation, the Contractor shall prepare draft responses for DOE approval.
- 9.10. The Contractor shall, in consultation with the Government, support community group meetings, technical roundtables, regulatory progress review meetings, and working group meetings. The Contractor is expected to have in attendance members of the EIS team to adequately address and answer any questions. In general the Contractor shall be required to assist in conference calls, support, development and providing of presentations, providing summary of action items, and related tasks as necessary. The Contractor shall plan on a minimum of fifteen (15) formal public meetings. In addition, the Contractor shall plan to support approximately once per week meetings such as support regulatory progress review meetings, and working group meetings.
- 9.11. The Contractor shall produce a quarterly newsletter that documents progress. Each quarter a list of newsletter article topics shall be prepared and submitted for DOE review and approval. The Contractor shall work with technical experts as appropriate to produce topical and timely articles. The newsletter shall be prepared in draft form and after internal review, be submitted to DOE for review. The newsletter shall include appropriate graphics and pictures to enhance readability. The Contractor shall prepare a draft final newsletter for DOE final approval. The

Contractor shall be responsible for preparing and mailing the newsletter to the mailing list and providing an electronic copy for posting on the DOE website.

10. SOILS REMEDIAL ACTION IMPLEMENTATION PLAN

10.1. The Contractor shall prepare and submit a draft Soils Remedial Action Implementation Plan to DOE for review and approval. This report shall be based on and summarize the DTSC approved Chemical Data Summary Report, US EPA's radiologic characterization survey and shall include the following:

- A general description and history of the site
- The nature and extent of radiological and chemical contamination at the Site
- The planned remedial action and its objectives
- Any parts of the site that are proposed for mitigation based on endangered species or protection of cultural resources
- Any areas proposed for in situ or onsite treatment to achieve cleanup goals including the results of treatability studies conducted
- A full description of mitigation measures necessary to address any identified environmental impacts
- A schedule for implementation of the planned remedial actions

10.2. The draft Soils Remedial Action Implementation Plan shall also include the Soils Remedial Design Plan. This plan shall include the technical and operations plans for implementation of the Soils Remedial Action Implementation Plan including:

- Description of equipment used to excavate, handle, and transport contaminated material
- A dust control and suppression plan that ensures the minimization of airborne dust generation during remedial activities, and an air monitoring plan that monitors the effectiveness of dust control and suppression efforts
- A transportation plan identifying routes of travel and final destination of wastes
- An updated health and safety plan addressing the implementation activities
- Identification of all necessary permits and agreements, and demonstration of the acquisition of those permits and agreements
- A detailed schedule for implementation of the remedial action, including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

10.3. The Contractor shall conduct several interactive meetings with DTSC and stakeholders to best develop and discuss the major components of the plans. These meetings shall be several hours in length and may include several topical sessions. Based upon DOE, stakeholder and regulator input, the Contractor shall prepare a draft of the Soils Remedial Action

Implementation Plan and Soils Remedial Design Plan for DOE review and approval.

- 10.3.1. The Contractor shall prepare 10 hard copies, a word version, and a "pdf" for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.
- 10.4. Upon incorporation of DOE comments, the Contractor shall prepare revised draft plans for DTSC review. After DTSC comments have been incorporated and upon DTSC concurrence to share with stakeholders, the Contractor shall produce 10 hard copies and 25 electronic copies for distribution.
 - 10.4.1. At least two public meetings shall be held to discuss fully the contents of the plans and to receive public comment. The first public meeting shall be informational and the second a formal public meeting which may be co-sponsored by DTSC.
 - 10.4.2. A response to public comments shall be prepared by the Contractor and all comments incorporated.
 - 10.4.3. The Contractor shall prepare the Final Draft Soils Remedial Action Implementation Plan for DTSC approval.
 - 10.4.3.1. The Contractor shall prepare 10 hard copies, a word version, and a "pdf" for posting on the DOE and DTSC websites and, if needed due to file size 25 electronic copies (CD's) for distribution to DTSC, DOE, and stakeholders.

11. SCHEDULE

11.1. The Contractor shall develop a detailed schedule, based upon the following milestones within 30 days of the notice to proceed (NTP) under this task order. The schedule shall be submitted to the Government for approval. Elapsed days shall be measured in calendar days from date of the NTP. At a minimum, specific milestones shall include:

- Notice to Proceed
- Remaining Soil Sampling
- Response to Public Scoping Comments
- Building Sampling Plan
- Draft Description of Proposed Action and Alternatives
- Description of Proposed Action and Alternatives
- Preliminary Draft EIS (Submittal No 1)
- PDEIS Progress Review Meeting
- Preliminary Draft EIS (Submittal No 2)
- Draft Notice of Availability for Draft EIS

- Electronic Copy of Draft EIS
 - File Draft EIS
 - Public Meeting(s) for Draft EIS
 - Draft Responses to Comments on Draft EIS
 - Progress Review Meeting to Finalize Responses to the DEIS
 - Preliminary Final EIS
 - Draft Notice of Availability for Final EIS
 - Electronic Copy of Final EIS
 - File Final EIS
 - Response to FEIS Comments
 - Draft ROD
 - EIS Administrative Record
 - Soils Remedial Action Plan
 - Soil Remedial Design Plan
- 11.2. Should implementation of a subsequent phase be delayed, or document review times by the Government take longer than expected, the entire schedule of events may be shifted or extended. The Contractor shall be advised as soon as possible upon any delay or change in review time.
- 11.3. The submission of the EIS Administrative Record (Section J – Attachment B Deliverable #8) shall be no later than 30 days after DOE approval of the ROD. Submission of the final monthly progress report and final task order administrative actions (i.e. final invoice, etc.) shall take place 45 days after project completion.

12. DELIVERABLES

- 12.1. Deliverables shall be submitted in accordance with Section J, Attachment B.
- 12.2. Document Focus
- 12.2.1. The Contractor shall document the affected baseline and conduct appropriate impact analyses in such a manner as to:
- Sharply focus the document on relevant issues. Do not include repetitious statements.
 - Extraneous data shall not be included in the document.
 - Clearly support the analysis with baseline data. Conclusionary statements in the consequences section without basis in the affected environment section are unacceptable.
 - Fully describe the proposed action and alternatives sufficient for a NEPA analysis.

- Follow all prescribed NEPA procedures, in compliance with laws, regulations and published policies.

13. APPLICABLE DOCUMENTS

- 13.1. NEPA is the basic national charter for the protection of the environment. It establishes policy, sets goals, and specifies the process for carrying out the policy. In part, NEPA states that all Federal agencies shall "utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." NEPA, at section 102(2)(C), requires Federal agencies to include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement known as an EIS on: "(i) The environmental impact of the proposed action, (ii) Any adverse environmental effects which cannot be avoided should the proposal be implemented, (iii) Alternatives to the proposed action, (iv) The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and (v) Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented."
- 13.2. The Council on Environmental Quality's (CEQ's) NEPA implementing regulations, at 40 CFR §§1500-1508, are binding on all Federal agencies, and establish the minimum general requirements that assure NEPA compliance. These CEQ regulations establish a multistage process that describes how the agency is to analyze and describe to the public and the decision maker any significant environmental impacts that could result from carrying out a proposed action.
- 13.3. DOE has adopted additional binding agency-specific NEPA regulations that describe in greater detail how the agency will implement the requirements in the CEQ regulations. DOE's implementing regulations are published at 10 CFR § 1021.
- 13.4. The Contractor shall adhere to the statutes, regulations, and guidance per Section J, Attachment A. If relevant, the DOE will provide the Contractor with applicable NEPA internal scoping procedures, public participation plan(s) and quality assurance plan(s), existing site policies and procedures and other regulatory and guidance documents.
- 13.5. Advisory Council on Historic Preservation's regulations entitled, Protection of Historic Properties, found at 36 CFR Part 800
- 13.6. Section 7 of the Endangered Species Act

13.7. Executive Order 13112, Invasive Species (February 3, 1999),

14. LIST OF TABLES

Table 1
SSFL ETEC Analytical Laboratory Chemical Methods

As documented in the Data Gap Analysis, the contractor is to have the laboratory perform analytical analysis on any of the following chemicals using the described chemical methods.

Analysis	EPA Method (unless otherwise listed)
Volatile Organic Compounds	8260B
Metals	6010/6020B
Mercury	7471A
Chromium VI	7196A or 7199
Semivolatile Organic Compounds	8270C
Polycyclic Aromatic Hydrocarbons	8270 SIM
Perchlorate	8321/331.0/6850/6860
Perchlorate	314.0
Polychlorinated Biphenyls	8082
Fluoride	300.0/9056A
Dioxin/Furans	1613B
Total Petroleum Hydrocarbons (gas/oil/diesel)	8015B

Analysis	EPA Method (unless otherwise listed)
1,4-Dioxane	8260B SIM
Total Organic Carbon	9060
Total Organic Carbon	Walkley-Black
Formaldehyde	8315A
Hydrazine	8315A
n-Nitrosodimethylamine	1625C
Energetics	8330A
Anions (other than fluoride)	300.0/9056A
Cyanide	9012B
pH	9045C
Ammonia as nitrogen	350.3
Total Kjeldahl Nitrogen	SM4500-NORG,C
Alcohols	8015B
Terphenyls	8015B
Glycols	8015B
Total Solids	160.3

Methyl Mercury	1630
Organic Tin	NOAA Status and Trends
Asbestos	600/R-93/116
Pesticides	8081A
Herbicides	8151

SECTION D

PACKAGING AND MARKING

Section D of the ID/IQ Basic Contract is applicable in its entirety. The specific Section D clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

- D.1 HQ-D-1001 Packaging (APR 1984)**
- D.2 EMCBC-D-1001 Marking (APR 1984)**

SECTION E

INSPECTION AND ACCEPTANCE

Section E of the ID/IQ Basic Contract is applicable in its entirety with the exception of the clauses pertaining to fixed-price contracts. The specific Section E clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

E.1 FAR 52.246-11 Higher-Level Contract Quality Requirement (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below:

- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D).
- EM-QA-001 EM Quality Assurance Program

E.2 EMCBC-E-1001 Inspection and Acceptance

E.6 FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement (MAY 2001)

E.7 FAR 52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)

Final Acceptance will be in accordance with Section *E.7 FAR 52.246-5 -- INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)* of the ID/IQ Basic Contract.

SECTION F

DELIVERIES OR PERFORMANCE

Section F of the ID/IQ Basic Contract is applicable in its entirety with the exception of the clauses pertaining to fixed-price contracts. The specific Section F clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by full text and/or reference:

F.1 DOE-F-1002 PLACE OF PERFORMANCE - SERVICES

The place of performance is:

US Department of Energy
Energy Technology Engineering Center (ETEC)
Santa Susana Field Laboratory (SSFL)
Area IV
Ventura County, California

The task order work areas are within Area IV of the SSFL.

F.2 EMCBC-F-1001 DELIVERY SCHEDULE

Section J, Attachment J-2, Task Orders Deliverables/Submittals summarizes the specific products the contractor shall submit to DOE, the type of action DOE will perform, and the date/timeframe that the contractor is requested to deliver product. Section J, Attachment J-2, does not include all deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents.

NOTE: Attachment J-2 is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in Attachment J-2 does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the contract.

F.6 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

In addition, the following special provisions will apply to this task order:

F.101 PERIOD OF PERFORMANCE

The period of performance of this task order shall be from the effective date stated on the Task Order signature page through September 30, 2015.

SECTION G

CONTRACT ADMINISTRATION DATA

Section G of the ID/IQ Basic Contract is applicable in its entirety with the exception of section G.3 EMCBC-G-1001 *Billing Instructions - ALT I (applies to Fixed Price Task Orders only)*. The specific Section G clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

G.1 DOE-G-1001 BILLING INSTRUCTIONS

G.2 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

G.4 EMCBC-G-1002 OBSERVANCE OF LEGAL HOLIDAYS

G.6 EMCBC-G-1004 DESIGNATED CONTRACTING OFFICER'S REPRESENTATIVE (DCOR)

The DCOR for this Task Order is:

Stephanie G. Jennings
US Department of Energy
Engineering Technology Engineering Center
P.O. Box 10300
Canoga Park, CA 91309
Email: stephanie.jennings@em.doe.gov
Office: (818) 466-8162

Specific duties and responsibilities of the DCOR are those delegated in the Contracting Officer's Representative Delegation for this task order and listed under the Technical Direction clause 952.242-70 in Section I.

G.7 EMCBC-G-1005 CORRESPONDENCE PROCEDURES

G.9 EMCBC-G-1005 DEFINITIONS

In addition, the following special provisions will apply to this task order:

G.101 GOVERNMENT CONTACT FOR TASK ORDER ADMINISTRATION

The Contractor shall use the DCO at the address provided as the point of contact for all matters regarding the task order, with the exception of technical matters. Technical matters may be referred to the DCOR and a copy of all communications provided to the DCO. The DCO's name and address is as follows:

Designated Contracting Officer – LeAnn Brock

U. S. Department of Energy
Environmental Management Consolidated Business Center
250 E 5th Street Suite 500
Cincinnati, Ohio 45202

Ph: (513) 246-0563

Email: leann.brock@emcbc.doe.gov

G.102 TASK ORDER ADMINISTRATION INFORMATION – TRACKING NUMBER

In accordance with *Section H.20 EMCBC-H-1011 Task Order Administrative Information* of the ID/IQ Basic Contract, the four-digit tracking number assigned to this task order is: **BC02**.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

Section H of the ID/IQ Basic Contract is applicable in its entirety, unless otherwise noted. The specific Section H clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

- H.3 DOE-H-1001 OMBUDSMAN ALT I**
- H.5 DOE-H-1004 NO THIRD PARTY BENEFICIARIES**
- H.6 DOE-H-1005 WORKER'S COMPENSATION INSURANCE**
- H.8 DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)**
- H.9 DOE-H-1032 RELEASE OF INFORMATION**
- H.10 EMCBC-H-1001 CONSERVATION OF ENERGY AND FUEL**
- H.11 EMCBC-H-1002 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS**
- H.12 EMCBC-H-1003 CONFIDENTIALITY OF INFORMATION**
- H.13 EMCBC-H-1004 MODIFICATION AUTHORITY**
- H.14 EMCBC-H-1005 ORDERING PROCEDURES**
- H.15 EMCBC-H-1006 MAJOR OR CRITICAL SUBCONTRACTS – DESIGNATION AND CONSENT**
- H.19 EMCBC-H-1010 RESPONSIBLE CORPORATE OFFICIAL**

(a) The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work performed under each individual Task Order. The Program Manager shall provide the single point of contact between the contractor and the DCOR under each individual Task Order.

(b) The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DCOR may issue within the terms and conditions of each individual Task Order.

- H.20 EMCBC-H-1011 TASK ORDER ADMINISTRATIVE INFORMATION**
- H.21 EMCBC-H-1012 SECURITY**
- H.24 EMCBC-H-1015 DISPUTES**
- H.28 EMCBC-H-1019 DEPARTMENT OF LABOR WAGE DETERMINATIONS**
- H.29 EMCBC-H-1020 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS**
- H.30 EMCBC-H-1021 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**
- H.31 EMCBC-H-1022 CONTRACTOR PRESS RELEASES**
- H.32 EMCBC-H-1023 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2009)**
- H.33 EMCBC-H-1024 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**
- H.34 EMCBC-H-1025 DISPOSITION OF INTELLECTUAL PROPERTY**

In addition, the following special provisions will apply to this task order:

H.101 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

For overall management of the Area IV SSFL EIS project, DOE O 413.3B PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS (Nov. 29, 2010) should be used by the Contractor as general guidance only. The DOE project management processes are founded upon the key principles of line management accountability, effective up-front planning, management of risk, accurate performance measurement, and communication with stakeholders. For the Area IV SSFL EIS project, the project management requirements have been tailored consistent with the complexity, visibility, cost, safety, and risk of the project. These requirements are addressed specifically in the PWS.

H.102 TASK ORDER OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the task requirements by DOE personnel and shall correct violations of laws, regulations, permits, Radiological Protection Plan, Worker Safety & Health Program, upon discovery, 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 DCO or DCOR. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR.

The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the DCO or DCOR during the conduct of these oversight

activities. The six fundamental areas of oversight that may be conducted during the course of the execution of this task order are as follows:

- (a) Project Management Oversight: This includes daily field inspections and the weekly and monthly assessment of project status, which will be used to determine and validate project performance and invoices submitted by the Contractor.
- (b) Task Order Management Oversight: Administration and monitoring of the task order will be performed by the Task manager, DCOR or their designee. All information and documentation relinquished by the Contractor will be retained by the DCOR for the Task Order File.
- (c) Financial Management Oversight: The Contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the Contractor.
- (d) Integrated Safety Management/Operations Oversight: The Contractor shall provide documentation and participate in meetings to allow DOE to monitor the Contractor's compliance with DOE Order 450.4, "Safety Management System Policy."
- (e) Daily Oversight: DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts in addition to the DCOR, to conduct daily oversight for the duration of this task order. The purpose of this oversight will be to assess compliance with the terms and conditions of the task order contract. In addition to this oversight, the Contractor shall support:
 - 1. Senior management walk-throughs, conducted in locations where work is ongoing;
 - 2. Periodic walk-through by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), DOE Headquarters personnel, Department of Toxic Substances Control (DTSC) and/or other stakeholders;
 - 3. Employee concerns elevated to DOE for evaluation.
 - 4. Unannounced inspections and visits by regulatory personnel
- (f) Assessments: DOE or other regulatory agencies may conduct assessments of the Contractor's performance. Advance notice of these performance assessments will be given to the Contractor fourteen (14) calendar days in advance of the assessment when possible.

H.103 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) AND ENVIRONMENTAL SAFETY AND HEALTH (ES&H) PROGRAM

The contractor shall prepare a Worker Safety and Health Program (WSHP) as required by 10 CFR 851. The WSHP shall be fully implemented prior to the start of any work, including office work, on the Area IV SSFL Site.

ISMS

The Contractor shall maintain a Safety Management System (SMS) to implement DOE Integrated Safety Management System (ISMS) requirements to integrate safety into all activities including environmental compliance (See DOE P 450.4A "Integrated Safety Management Policy" and DEAR 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution."). In accordance with ISMS, the Contractor shall:

- Define the work to be performed
- Identify hazards associated with the work
- Control the hazards
- Perform work within the controls, and
- Routinely improve its SMS through continuous evaluation.

The Contractor shall prepare an ISMS description to implement the Contractor's SMS. The ISMS Plan shall identify how the contractor will maintain compliant and safe operations by integrating safety and health into all activities including environmental compliance.

Health and Safety Plan

The contractor shall prepare an Activity Specific Health and Safety Plan (ASHASP) and Job Hazards Analysis as needed as part of the overall project safety program. Copies of these documents will be provided to DOE for information.

The Contractor shall provide the necessary personnel protective equipment (PPE), safety briefings and escorts when needed for all visitors (both Government and non-Government) to contractor controlled work areas. The Contractor shall be responsible for the subsequent decontamination and disposal of such PPE.

The Contractor shall provide medical screening of the DOE field office personnel if required to enter the work areas and meet the requirements of the Worker Safety and Health Program, or Radiological Protection Program.

H.104 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

As referenced in E.1, the contractor shall implement a DOE-approved Quality Assurance Program (QAP) (Section J, Attachment B) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2007 addenda for Deactivation and Decommissioning (D&D) be implemented as part of the contractor's QAP for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

- (1) Develop and submit for DOE approval a new QAP;
- (2) Adopt the prior contractor's DOE-approved QAP; or,

Modify the prior contractor's DOE-approved QAP and submit it for DOE approval.

H.105 SITE SECURITY

All activities conducted by the Contractor shall be in accordance with established SSFL site security procedures. The contractor shall maintain a Security Plan that will address the following elements and requirements:

- Security clearances: contractor security clearances will be processed through the DOE office.
- Escorting: The contractor shall ensure that uncleared visitors are properly escorted when onsite per SSFL site security requirements.

H.106 KEY PERSONNEL

In accordance with DEAR 952.215-70 KEY PERSONNEL (DEC 2000), the personnel specified in Section J, Attachment D to this task order are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the DCO reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the DCO. The DCO may ratify in writing such diversion and such ratification shall constitute the consent of the DCO required by this clause. The attachment (Section J, Attachment D) to this task order may be amended from time to time during the course of the task order performance to either add or delete personnel, as appropriate.

H.107 CYBER SECURITY PROGRAM

In accordance with DOE O 205.1B DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM, regardless of the performer of the work, the contractor is responsible for compliance with the provisions and requirements, flowing down applicable Contractor Requirements Document (CRD) requirements to subcontractors at any tier, and to ensure compliance with DOE O 205.1B.

H.108 CONTRACTOR ASSURANCE SYSTEM

The contractor must prepare a contract assurance system program description to show compliance with DOE Order 226.1 Implementation of DOE Oversight Policy and submit it to the DCOR for approval.

H.109 RECORDS MANAGEMENT

The contractor shall conduct records and information content accountability in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 35; 36 CFR 12, Subchapter B, "Records Management"; DOE Order 243.1, "Records Management Program"; DOE Order 243.2, "Vital Records"; and any other DOE requirements as directed by the Contracting Officer. These functions include, but are not limited to, tasks associated with creating, receiving, maintaining, storing, preserving, protecting, scheduling, indexing, and dispositioning active and inactive records; managing classified records (if applicable), retrieving records from on- and off-site storage facilities, and supporting ongoing requests related to the Freedom of Information Act (FOIA), the Privacy Act, the Energy Employee Occupational Illness Compensation Program (EEOICPA), the former worker medical screening program, the chronic beryllium disease prevention program, congressional inquiries, and legal discoveries.

The contractor shall ensure records classified as Quality Assurance records under ANSI/ASME NQA-1 (Requirement 17), if applicable, are categorized appropriately and managed in accordance with 36 CFR 12, Subchapter B, and are traceable to the applicable item, activity, or facility.

The contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition of electronic records (including e-mail) are managed through the use of records management applications, in accordance with Federal and DOE requirements and guidelines. Additionally, the contractor must incorporate controls into electronic information systems or integrate them into a recordkeeping system that is external to the information system itself, in accordance with 36 CFR 1236.

The contractor shall ensure that records generated in the performance of the contract that contain personal information retrieved by name or another personal identifier are classified and maintained in Privacy Act systems of records, in accordance with FAR 52.224-2; the Privacy Act; and DOE Order 206.1, "DOE Privacy Program."

All records (see 44 USC 3301 for a statutory definition of a record) acquired or generated by the contractor in the performance of this contract—except for those defined as contractor-owned (in accordance with DEAR 970.5204-3, "Access to and Ownership of Records"; see Section ____), and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the contract as being maintained in Privacy Act Systems of Records—shall be the property of the Government.

The contractor shall preserve and disposition records and information content in accordance with NARA-approved DOE Record Disposition Schedules, as posted on the DOE Office of the Chief Information Officer's Records Management Web page. Note: Records-retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the contractor (DEAR 970.5204-3).

The contractor shall create and maintain an Administrative Records (AR), which is a compilation of all documents that are considered or relied on when response-action

decisions are made, including records generated under the previous contract. Public participation in the development of the AR is required by law. Materials that are typically part of the project record and that have been identified for inclusion in the AR shall be duplicated in their entirety for both the project records and the AR. The only exceptions to this would be very large sets of materials (e.g., the complete set of Environmental Impact Statement references), which should be placed in the AR along with a color page “flag”—placed in both the project record and the AR—stating that the sole hard copy is in the AR.

The contractor shall prepare, revise, submit for DOE approval, and execute an approved Records Management Plan, File Plan, Records Disposition Plan, and Records Management Close-Out Plan consistent with records management regulations, including the clause prescribed by DEAR 970.5204-3, “Access to and Ownership of Records,” and the Section __ clause entitled “Privacy Act Systems of Records.”

Records Management Plan

- The Records Management Plan is a high-level program document that shall describe, at a minimum, a clear delineation between Government-owned and contractor-owned records; how the Contractor shall promote life-cycle management of records and information content accountability, including specialty categories like electronic records, e-mail, social media, web content and audiovisual materials (photographs, videos, etc.); integration of records management and preservation considerations into the design, development, enhancement and implementation of electronic information systems, the contractor organization in charge of the records management program; provision of records management training to all contractor personnel; the safeguarding, protection, and maintenance of records (including audiovisual records, electronic records, records containing sensitive information, and classified records); the use of DOE Records Disposition Schedules; the management of quality assurance records under NQA-1, if applicable; the proper storage of records, including access controls; the contractor’s procedures for the final disposition of records (e.g., via transfer to a Federal Records Center, destruction, transfer to another DOE contractor); and the contractor’s procedures for implementing the records management program as a whole, including relationships with other programs that cannot respond properly without sound records search and retrieval capabilities (e.g., document control, quality assurance, processing claims received by the U.S. Department of Labor pursuant to the EEOICPA, FOIA, Privacy Act, case files, audit files, legal cases, etc.). Also include how records will be transitioned from the previous contract, along with the management of the Administrative Record. The plan should include how the AR is being managed (paper, electronic, etc.), how it is being managed in accordance with AR requirements and NARA requirements and turnover at project completion (other than the contract deliverable).

Records File Plan (and updates)

- A Records File Plan is a comprehensive outline that includes all records created or received, record series, series titles and descriptions, file locations, file arrangements, file cutoffs, retention periods, file transfer instructions, disposition instructions, and other specific instructions that provide guidance for the effective management of records and information, including vital records.
- The Records File Plan shall be generated based on a records inventory to determine the types of records that either are or will be generated, regardless of media.
- The Records File Plan Update is an annual submittal of any revisions to the Records File Plan, based on an annual records inventory.

Records Disposition Plan (and updates)

- The Records Disposition Plan shall document the contractor's disposition process, which shall include processing records to be store (e.g., on-site storage, commercial storage, storage at a Federal Records Center) and the destruction process for records and information content. The Records Disposition Plan shall include steps to be taken and approvals required prior to records disposition. It shall be developed and submitted for DOE approval prior to any records disposition activities.
- The Records Disposition Plan Update documents major changes to the records management disposition process.

Vital Records Program/Plan (and updates)

- The Vital Records Program/Plan describes how the contractor will identify records needed for performing essential functions and provides a plan for protecting vital records and recovering any records affected by an emergency or disaster. It also lists vital records.
- The Vital Records Update is an annual submittal of any revisions to the vital records listing.

Privacy Act List of Systems of Records Update

- The contractor shall monitor systems as identified and notify the Contracting Officer immediately if there is a change to existing systems or if there is a need for a new system.
- The contractor shall review the list of systems annually and provide written notification that the list is accurate and up to date.

Records Management Contract Close-Out Plan

- The Records Management Contract Close-Out Plan addresses how the contractor plans to close out records management activities (e.g., final disposition).

Final Records Turnover

- The contractor shall ensure the final disposition of all Government-owned records (including all media types) to a Federal Record Center, NARA, or other destination as directed by the Contracting Officer.
- The contractor shall provide a final report of records disposition, as well as the turnover of all electronic and paper records documenting final disposition, such as:
 - SF135s, SF258s, and destruction certificates.
 - Electronic Records Management Application, including documentation.

Active records shall be inventoried at least 90 days prior to contract termination in order to provide the successor contractor with a list of active records. The inventory report shall be at the records category level (DOE Records Disposition Schedule) and include volume, media, and location.

H.110 PRIVACY ACT SYSTEMS OF RECORDS

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, *Privacy Act (APR 1984)*.

<u>System</u>	<u>Title</u>
DOE-05	Personnel Records of Former Contractor Employees
DOE-35	Personnel Radiation Exposure Records
DOE-51	Employee and Visitor Access Control Records

The above list shall be revised by mutual agreement between the Contractor and the DCO, as necessary, to keep it current. A formal modification to the task order is not required to incorporate these revisions; however, the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the task order clause entitled, FAR 52.224-2, *Privacy Act (APR 1984)*. The revisions will be formally incorporated at the next convenient task order modification. The link at

<http://energy.gov/sites/prod/files/maprod/documents/FinalPASORNCompilation.1.8.09.pdf>

provides additional information on Privacy Act Systems of Records.

H.111 ACCESS TO AND OWNERSHIP OF RECORDS (July 2005)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work

or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause. [The Contracting Officer shall identify which of the following categories of records will be included in the clause.]

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

(2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);

(3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in

paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

(f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

(g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

(1) The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);

(2) The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or

(3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

SECTION I
CONTRACT CLAUSES
INDEX

Section I of the ID/IQ Basic Contract is applicable in its entirety, except for the fixed price only clauses, I.139 – I.162, and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

I.111 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Task Order incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Designated Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at these address(es): <http://www.acquisition.gov/far/> and <http://professionals.pr.doe.gov/>.

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(D)
I.111-a.	52.203-14	DISPLAY OF HOTLINE POSTERS (APR 2008)	DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.111-B.	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)	
I.111-c.	52.222-25	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	
I.111-d.	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)	
I.111-e.	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.111-f.	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	
I.111-g.	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	
I.111-h.	52.230-6	ADMINISTRATION OF COST	

		ACCOUNTING STANDARDS (JUNE 2010)	
I.111-i.	52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)	
I.111-j.	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)	
I.111-k.	52.248-1	VALUE ENGINEERING (OCT 2010)	
I.111-l.	952.204-2	SECURITY REQUIREMENTS (JUN 2009)	
I.111-m.	952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALT 1 (AUG 2009)	
I.111-n.	952.215-70	KEY PERSONNEL (DEC 2000)	

FULL TEXT CLAUSES

The following clauses from the base IDIQ contract DE-EM0001128 have been replaced in their entirety:

I.17 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to --

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;

- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General*—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I.123 DEAR 952.223-77 CONDITIONAL PAYMENT OF FEE OR PROFIT – PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

(2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

(1) If in any period (see paragraph (b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of protecting WS&H and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (2) (i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.
- (ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.
- (3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the protection of worker safety and health.
- (c) Protection of Worker Safety and Health. Performance failures occur if the Contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety

Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor, requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

In addition, the following clauses will apply to this task order:

I.201 FAR 52.216-10 INCENTIVE FEE (JUN 2011)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The

Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than percent or less than percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested

pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

I.202 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer --

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only --

(1) Costs --

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date --

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include --

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include --

- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
- (2) Any cost already paid to the Contractor;
- (3) Anticipated profit or unearned fee on the canceled work; or
- (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.203 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.204 FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

I.205 FAR 52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;

or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **[TBD]**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither

consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Navarro Research & Engineering, Inc., Newport News Nuclear, Inc., and MSE Technology Applications, Inc.

SECTION J

LIST OF ATTACHMENTS

The following are in addition to those contained in the ID/IQ basic contract, Section J.

ATTACHMENT A: LIST OF APPLICABLE LAWS, REGULATIONS and DOE DIRECTIVES

ATTACHMENT B: DELIVERABLES

ATTACHMENT C: WAGE DETERMINATION NO.: 2005-2071, Rev. No. 13, Date of Rev. 6/17/2011 (SERVICE CONTRACT ACT)

ATTACHMENT D: KEY PERSONNEL

SECTION J - ATTACHMENT A

LIST OF APPLICABLE LAWS, REGULATIONS and DOE DIRECTIVES

This list was prepared for the convenience of the contractor. Omission of a Law, Regulation or Directive is not intended to imply that the law, regulation or directive is not applicable to this task order.

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

Order No.	Subject	Dated
<u>DOE O 130.1</u>	Budget Formulation Process	09-29-95
<u>DOE O 142.3A</u>	Unclassified Foreign Visits and Assignments	10-14-10
<u>DOE O 144.1</u>	Department of Energy American Indian Tribal Government Interactions and Policy	01-16-09
<u>DOE O 150.1</u>	Continuity Programs	05-08-08
<u>DOE O 151.1C</u>	Comprehensive Emergency Management System	11-02-05
<u>DOE M 200.1-1, Chapter 9</u>	Telecommunications Security Manual (Chapter 9)	02-15-00
<u>DOE O 200.1A</u>	Information Management Program	12-23-08
<u>DOE O 203.1</u>	Limited Personal Use of Government Office Equipment Including Information Technology	01-07-05
<u>DOE O 205.1B</u>	Department of Energy Cyber Security Management Program	05-06-11
<u>DOE O 206.1</u>	DOE O 206.1, Department of Energy Privacy Program	01-16-09]
<u>DOE O 210.2A</u>	DOE Corporate Operating Experience Program	04-08-11
<u>DOE N 206.4</u>	Personal Identity Verification Program	06-29-07
<u>DOE O 221.1A</u>	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General	03-22-01
<u>DOE O 221.2A</u>	Cooperation with Office of Inspector General	02-25-08
<u>DOE O 225.1B</u>	Accident Investigations	03-04-11
<u>DOE O 226.1B</u>	Implementation of DOE Oversight Policy	04-25-11
<u>DOE O 227.1</u>	Independent Oversight Program	08-30-11
<u>DOE O 231.1B</u>	Environment, Safety, and Health Reporting	06-27-11
<u>DOE O 232.2</u>	Occurrence Reporting and Processing of Operations Information	08-30-11
<u>DOE O 241.1B</u>	Scientific and Technical Information Management	12-13-10
<u>DOE G 242.1-1</u>	Forms Management Guide for Use with DOE O 200.1	05-08-00
<u>DOE O 243.1A</u>	Records Management Program	11-7-11]
<u>DOE O 243.2</u>	Vital Records	02-02-06
<u>DOE O 252.1A</u>	Technical Standards Program	02-23-11
<u>DOE O 341.1A</u>	Federal Employee Health Services	10-18-07
<u>DOE O 410.2</u>	Management of Nuclear Materials	8-17-09
<u>DOE O 413.1B</u>	Internal Control Program	10-28-08
<u>DOE O 413.3B</u>	Program and Project Management for the Acquisition of Capital Assets	11-29-10
<u>DOE O 414.1D</u>	Quality Assurance	04-25-11
<u>DOE O 420.1B chg 1</u>	Facility Safety	04-19-10
<u>DOE O 422.1</u>	Conduct of Operations	06-29-10
<u>DOE O 425.1D</u>	Verification of Readiness of Start-up or Restart of Nuclear Facilities [Hazard Category 1, 2 & 3 nuclear facilities]	04-16-10

Order No.	Subject	Dated
<u>DOE O 426.2</u>	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities [Hazard Category 1, 2 & 3 nuclear facilities]	04-21-10
<u>DOE O 430.1B, chg 2</u>	Real Property Asset Management	04-25-11
<u>DOE O 433.1B</u>	Maintenance Management Program for DOE Nuclear Facilities [Hazard Category 1, 2 & 3 nuclear facilities]	[04-21-10]
<u>DOE N 435.1</u>	Contact-Handled and Remote-Handled Transuranic Waste Packaging	08-09-11
<u>DOE O 435.1, chg 1</u>	Radioactive Waste Management	08-28-01
<u>DOE G 435.1-1</u>	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1	07-09-99
<u>DOE M 435.1-1, chg 2</u>	Radioactive Waste Management Manual	06-08-11
<u>DOE O 436.1</u>	Departmental Sustainability	05-02-11
<u>DOE M 441.1-1</u>	Nuclear Material Packaging Manual	03-07-08
<u>DOE O 442.1A</u>	Department of Energy Employee Concerns Program	06-06-01
<u>DOE O 442.2</u>	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health	07-29-11
<u>DOE O 450.2</u>	Integrated Safety Management	04-25-11
<u>DOE P 450.4A</u>	Integrated Safety Management Policy	04-25-11]
<u>DOE O 451.1B, chg 3</u>	National Environmental Policy Act Compliance Program – Change 3	01-19-12
<u>DOE O 458.1, chg 2</u>	Radiation Protection of the Public and the Environment	06-11-11
<u>DOE O 460.1C</u>	Packaging and Transportation Safety	05-14-10]
<u>DOE G 460.1-1</u>	Packaging and Transportation Safety	06-05-97
<u>DOE G 460.1-1 att</u>	Packaging and Transportation Attachments	06-05-97
<u>DOE O 460.2A</u>	Departmental Materials Transportation and Packaging Management	12-22-04
<u>DOE G 460.2-1</u>	Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management	11-15-96
<u>DOE M 460.2-1A</u>	Radioactive Material Transportation Practices Manual	06-04-08
<u>DOE O 470.4B</u>	Safeguards and Security Program	07-21-11
<u>DOE O 471.1B</u>	Identification and Protection of Unclassified Controlled Nuclear Information (UCNI)	[03-01-10
<u>DOE O 471.3 chg 1</u>	Identifying & Protecting Official Use Only	01-13-11
<u>DOE M 471.3-1, chg 1</u>	Manual for Identifying and Protecting Official Use Only Information	01-13-11
<u>DOE O 472.2</u>	Personnel Security	07-27-11
<u>DOE O 473.3</u>	Protection Program Operations	06-29-11]
<u>DOE O 475.1</u>	Counterintelligence Program	12-10-04
<u>DOE O 522.1</u>	Pricing of Departmental Materials and Services	11-03-04
<u>DOE O 534.1B</u>	Accounting	01-06-03
<u>DOE O 551.1D</u>	Official Foreign Travel	04-02-12
<u>DOE O 580.1A</u>	Department of Energy Personal Property Management Program	[03-30-12]
<u>DOE G 580.1-1</u>	Department of Energy Personal Property Guide	12-07-05

Regulations Applicable to Department of Energy Office of Environmental Management

NUMBER	TITLE
Public Laws	
PL 101-189	National Competitiveness Technology Transfer Act of 1989
PL 102-486	Energy Policy Act of 1992
PL 104-113	National Technology Transfer and Advancement Act
5 U.S.C. 553 et seq.	Administrative Procedures Act
5 U.S.C. 552 et seq.	Freedom of Information Reform Act of 1986 & Privacy Act of 1974
7 U.S.C. 136	The Federal Insecticide, Fungicide and Rodenticide Act of 1972
7 U.S.C. 4201 et seq.	Farmland Protection Policy Act of 1981
15 U.S.C. 2601 et seq.	The Toxic Substances Control Act of 1976
16 U.S.C. 470 et seq.	National Historic Preservation Act of 1966
16 U.S.C. 470aa-470mm	Archeological Resource Protection Act of 1979
16 U.S.C. 703 et seq.	Migratory Bird Treaty Act of 1918
16 U.S.C 1271-1278 et seq.	Wild and Scenic Rivers Act of 1968
16 U.S.C. 1531 et seq.	The Endangered Species Act of 1973
17 U.S.C. 401 et seq.	Copyrights
25 U.S.C. 3008 , et seq.	Native American Graves Protection and Repatriation Act of 1990
30 U.S.C. 22-54 et seq.	Mining Law of 1872
33 U.S.C. 1251 et seq.	The Clean Water Act of 1977
33 U.S.C. 2705 et seq.	The Oil Pollution Act of 1990
35 U.S.C. 101 et seq.	Patents
35 U.S.C. 200 et seq.	Rights in Inventions Made with Federal Assistance
41 U.S.C. 51 et seq.	Anti-Kickback Act of 1986
41 U.S.C. 351 et seq.	Service Contract Act of 1965
42 U.S.C. 300 et seq.	The Safe Drinking Water Act of 1974
42 U.S.C. 1996 et seq.	American Indian Religious Freedom Act of 1978
42 U.S.C. 2011 et seq.	Atomic Energy Act of 1954
42 U.S.C. 2012 et seq.	Price Anderson Act (PL 85-256)
42 U.S.C. 2021 et seq.	The Low-Level Radioactive Waste Policy Act of 1985
42 U.S.C. 4321 et seq.	The National Environmental Policy Act of 1969
42 U.S.C. 5901 et seq.	Federal Non-Nuclear Energy Research and Development Act of 1974
42 U.S.C. 6201 et seq.	Energy Policy and Conservation Act
42 U.S.C. 6901 et seq.	The Resource Conservation and Recovery Act of 1976
42 U.S.C. 7112 et seq.	Department of Energy Organization Act of 1977
42 U.S.C. 7401 et seq.	The Clean Air Amendments of 1977
42 U.S.C. s/s 9601	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
42 U.S.C.9601 et seq.	The Superfund Amendments and Reauthorization Act of 1986
42 U.S.C. 10101 et seq.	Nuclear Waste Policy Act of 1982
42 U.S.C. 11001 et seq.	The Emergency Planning & Community Right-To-Know Act of 1986
42 U.S.C. 13101 et seq.	Pollution Prevention Act of 1990
43 U.S.C 1701 et seq.	Federal Land Policy and Management Act of 1976
44 U.S.C. 2101 et seq.	National Archives and Records Administration
44 U.S.C. 2901 et seq.	Records Management by the Archivist of the United States and the Administrator of General Services
44 U.S.C. 3101 et seq.	Records Management by Federal Agencies
44 U.S.C. 3301 et seq.	Federal Records Act of 1950
44 U.S.C. 3501 et seq.	Coordination of Federal Information Policy
NUMBER	TITLE

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

Part 1234	Electronic records management
Part 1236	Management of vital records
Title 40 – Protection of Environment	
Chapter I	Environmental Protection Agency
Subchapter C	Air Programs
Parts 0-99	Clean Air Act
Parts 100-149	Clean Water Act
Parts 190-399	Solid Waste Act
Part 192	Health & Environmental Protection Standards for Uranium & Thorium Mill Tailings
Subpart A	General Provisions
Subpart B	General Provisions
Subpart C	General Provisions
Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
Part 300	National Oil and Hazardous Substances Pollution Contingency Plan
Part 761	Toxic Substance Control Act
Parts 1500-1508	Implementing the Procedural Provisions of the National Environmental Policy Act
Title 41 – Public Contracts and Property Management	
Subtitle C	Federal Property Management Regulations System
Part 102-34	Motor Vehicle Management
Parts 102-35–102-39	Personal Property
Parts 102-71–102-85	Real Property
Part 102-192	Mail Management
Part 102-193	Creation, Maintenance, and Use of Records
Part 102-194	Standard and Optional Forms Management Program
Part 109	Department of Energy Property Management Regulation
Title 42 – Public Health	
Part 84	Approval of respiratory protective devices
Title 43 – Public Lands: Interior	
Part 7	Protection of Archeological Resources
Title 44 – Emergency Management and Assistance	
Chapter I	Federal Emergency Management Agency
Subchapter D	Disaster Assistance
Part 351	Radiological emergency planning and preparedness
Title 48 – Federal Acquisition Regulations System	
Chapter 1	Federal Acquisition Regulation
Subchapter H	Clauses and Forms
Part 52⁽²⁾	Solicitation provisions and contract clauses
Part 53⁽²⁾	Forms
Chapter 9	Department of Energy
Subchapter H	Clauses and Forms
Part 952⁽²⁾	Solicitation provisions and contract clauses
Part 970	DOE Management and Operating Contracts
Subchapter I	Agency Supplementary Regulations
Title 49 – Transportation	
Subtitle A	Office of the Secretary of Transportation
Part 40	Procedures For Transportation Workplace Drug Testing Programs
Subtitle B	Other Regulations Relating to Transportation
Part 107	Hazardous Materials Program Procedures
	Subchapter B – Oil Transportation

Part 130	Oil spill prevention and response plans
	Subchapter C – Hazardous Materials Regulations
Part 171	General Information, Regulations, And Definitions
Part 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, And Training Requirements
Part 173	Shippers – General requirements For shipments and packaging
Part 177	Carriage by public highway
Part 178	Specifications for packaging
Part 180	Continuing qualification and maintenance of packaging
Chapter III	Federal Highway Administration, Department of Transportation
	Subchapter B – Federal Motor Carrier Safety Regulations
Part 382	Controlled Substances And Alcohol Use And Testing
Part 385	Safety Fitness Procedures
Part 387	Minimum Levels Of Financial Responsibility For Motor Carriers
Part 390	Federal Motor Carrier Safety Regulations; General
Part 399	Employee Safety And Health Standards
Title 50 – Wildlife and Fisheries	
Part 402	Interagency Cooperation, Endangered Species Act of 1973

Other Regulations, Executive Orders and Guidance Applicable to the Area IV SSFL EIS

NUMBER	TITLE
Regulation	
CA Air Resources Board	California Air Resources Board Air Quality Regulations
EO 11988	Floodplain Management
EO 11990	Protection of Wetlands
EO 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
EO 13175	Consultation and Coordination with Indian Tribes
EO 13007	Indian Sacred Sites

SECTION J - ATTACHMENT B

DELIVERABLES

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
1.	Meeting Memoranda	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 3.5	Five (5) days after meeting	DCOR	As needed throughout project at DOE's request
2.	Monthly Progress Reports	- Email to DCO, DCOR, and Office of Project Assessment - One (1) Hard Copy to DCO	PWS para 3.10	15 days after end of month; submission of the final monthly progress report shall be 45 days after project completion.	Info Only	- Includes report of progress, current and cumulative costs incurred, revised budget, schedule. - Office of Project Assessment email address: ContractorsMPR@hq.doe.gov
3.	Revisions to the MFSAP and SOPs	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 4.1	As produced, based upon DOE approved schedule	DCOR	As needed based on field work

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
4.	Sub-Area Specific addendums to the MFSAP	-Email to DCO and DCOR -One (1) Hard Copy to DCO	PWS para 4.2	As produced, based upon DOE approved schedule	DCOR	For each sub-area
5.	Results Technical Memos	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 4.8.1	No later than 60 days after final revised data validation report	DCOR	As work progresses through each sub-area
6.	Data Summary Report	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 4.8.2	60 days after final sub-area technical results technical memo	DCOR	Final report of all chemical sampling results

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
7.	Data Summary Report – Soil Treatability Study	- Email to DCO and DCOR - Ten (10) Hard Copy to DCO	PWS para 5.1	60 days after final validation of test plan results	DCOR	Final report on the results of the test plans including validated data and recommendations
8.	EIS Milestone Schedule	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.6	30 days after award and revised monthly	DCO	Monthly
9.	Administrative Record for the Final EIS	- Email to DCO and DCOR - One (1) CD-ROM copy to DCO and DCOR	PWS para 6.7 DOE O 243.1	30 Days after DOE approval of the Record of Decision	DCO	On-going

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
10.	Draft Public Notice for Public Scoping Meetings	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.8	Two (2) weeks prior to newspaper publication	DCOR	Must be re-done for re-scoping
11.	Meeting Transcripts and Summary of Scoping Comments Proposed responses to comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.8.1, & 6.8.3	Thirty (30) Days following Scoping Meeting	DCOR	Summary of comments and responses
12.	Preliminary Draft Environmental Impact Statement	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.9 & 6.11.2	60 Days after DOE Approval of the Sampling and Analysis	DCO	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
13.	Mitigation Plan	-Email to DCO and DCOR -One (1) Hard Copy to DCO	PWS 6.9.10	Appendix to the PDEIS submitted with PDEIS	DCOR	
14.	Draft Environmental Impact Statement (DEIS)	- Email to DCO and DCOR - Fifty (50) Hard Copies to DCOR	PWS para 6.12	30 Days after receipt of PDEIS	DCO	
15.	Draft Notice of Availability (NOA) for DEIS	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.12.3.1	60 days prior to the date of scheduled public meetings	DCO	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
16.	Proposed Response to Comments from DEIS Meeting, Transcript and Meeting Summary	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.12.3.3	60 Days following DEIS Meeting	DCO	
17.	Preliminary Final Environmental Impact Statement (PFEIS)	- Email to DCO and DCOR of Submittal No. 1 - Twenty (20) Hard Copies of Submittal No. 2 to DCOR	PWS para 6.13.1 & 6.13.3	30 Days after DOE Approval of the DEIS	DCO	
18.	Draft Notice of Availability (NOA) For Final EIS	- Email to DCO and DCOR - Twenty (20) Hard Copies to DCOR	PWS para 6.14.1	60 days prior to the date of scheduled public meetings	DCO	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
19.	Draft FEIS Meeting Transcripts and Summary of Comments, and Proposed Responses to Comments	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.14.3.2	60 days after meetings on FEIS	Info Only	
20.	Final Environmental Impact Statement (FEIS)	- Email to DCO and DCOR - Two (2) Hard Copies to DCOR	PWS para 6.14	30 Days after DOE approval of Proposed Response to Comments from Draft FEIS Meeting	DCO	
21.	Draft Notice of Availability for Record of Decision (ROD)	- Email to DCO and DCOR - Two (2) Hard Copies to DCOR	PWS para 6.15	15 Days following DOE approval of the FEIS	DCO	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
22.	Draft Final Record of Decision	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 6.15	45 Days after DOE approval of FEIS	DCO	Contractor produces the Draft, DOE produces the Final after HQ comments
23.	Report on Building Sampling	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 7.1	60 days after receipt of validated sampling data	DCOR	Inside building sampling for rads
24.	Work Plan Characterizing Concrete Slabs	Email to DCO and DCOR - Twenty-five (25) Hard Copies to DCO	PWS para 8.2.1	60 days prior to scheduled date to begin field work	DCOR	To co-inside with building sampling field work

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
25.	Stakeholder Involvement Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 9.3	90 days after award	DCO	Revise and Update as Needed
26.	Quarterly Newsletter	Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para. 9.11	At least 14 days prior to the publication date	DCOR	
27.	Draft Soils Remedial Action Implementation Plan, including the Soils Remedial Design Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 10.1, 10.2 & 10.3	60 days after approval of Sampling Data Summary Report	DCOR	As required by AOC

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
28.	Revised Draft Soils Remedial Action Implementation Plan, including the Soils Remedial Design Plan for DTSC Review	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 10.4	30 days after DOE/DTSC comments received	DCOR	
29.	Response to Public Comment on Draft Soil Remedial Action Implementation Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 10.4.2	30 days after last public meeting	DCOR	
30.	Final Draft Soils Remedial Action Implementation Plan	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 10.4.3	60 days after last public meeting	DCOR	Plan incorporate all of stakeholder comments and DTSC preliminary comments

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
31.	Schedule	- Email to DCO and DCOR - One (1) Hard Copy to DCO	PWS para 11.1	Within 30 days of the NTP under this task order	DCOR	
32.	Integrated Safety Management System (ISMS), Worker Safety and Health Program (WSHP) and Activity Specific Health and Safety Plan (ASHASP)	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section H.103	Prior to start of any work	DCOR	
33.	Security Plan	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section H.105	Prior to start of any work	DCOR	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
34.	Contract Assurance System Program Description	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section H.107	Prior to start of any work	DCOR	
35.	Quality Assurance Plan in accordance with EM Quality Assurance Program, EM-QA-001	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section H.104	90 days after contract award	DCO	
36.	Records Management Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO	H.108 36 CFR Chapter 12,	Within 60 days of contract award	DOE RMFO review; CO Approval	
37.	Records File Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO	H.108 36 CFR Chapter 12, Subchapter B DOE O 243.1A	Within 6 months of contract award	DOE RMFO review; CO Approval	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
38.	Records File Plan Update	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO		Annual with any updates	DOE RMFO review; CO Approval	
39.	Records Disposition Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO	H.108 36 CFR Chapter 12, Subchapter B	Within 6 months of contract award	DOE RMFO review; CO Approval	
40.	Records Disposition Plan Update	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO		Revisions submitted prior to implementation	DOE RMFO review; CO Approval	
41.	Vital Records Program/ Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO	H.108 36 CFR Chapter 12, Subchapter B DOE O 243.2	Within 6 months of contract award	DOE RMFO review; CO Approval	

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
42.	Vital Records Update	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO		Annually	DOE RMFO review; CO Approval	
43.	Privacy Act List of Systems of Records Update	-Email to RMFO, DCO and DCOR			Privacy Act List of Systems of Records Update	
44.	Records Management Contract Close-Out Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO		90 days prior to contract completion or termination	DOE RMFO review; CO Approval	
45.	Records Management Contract Close-Out Plan	-Email to RMFO, DCO and DCOR -One (1) Hard Copy to DCO		90 days prior to contract completion or termination	DOE RMFO review; CO Approval	

SECTION J - ATTACHMENT C

WAGE DETERMINATION

**REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT**

By Direction of the Secretary of Labor

**U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210**

Wage Determination No.: 2005-2071

Revision No.: 13

Date Of Revision: 06/17/2007

State: California

Area: California County of Ventura

WD 05-2071 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2071
 Revision No.: 13
 Date Of Revision: 06/13/2011

State: California

Area: California County of Ventura

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.95
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.33
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01280 - Receptionist		14.51
01290 - Rental Clerk		16.83
01300 - Scheduler, Maintenance		17.39
01311 - Secretary I		17.39
01312 - Secretary II		19.45
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		19.54
01410 - Supply Technician		26.82
01420 - Survey Worker		19.93
01531 - Travel Clerk I		12.97
01532 - Travel Clerk II		13.88
01533 - Travel Clerk III		14.63
01611 - Word Processor I		15.18
01612 - Word Processor II		16.87
01613 - Word Processor III		18.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.09
05010 - Automotive Electrician		22.68
05040 - Automotive Glass Installer		21.31
05070 - Automotive Worker		21.31
05110 - Mobile Equipment Servicer		19.59
05130 - Motor Equipment Metal Mechanic		24.09
05160 - Motor Equipment Metal Worker		21.31
05190 - Motor Vehicle Mechanic		24.09

05220 - Motor Vehicle Mechanic Helper	18.80
05250 - Motor Vehicle Upholstery Worker	20.85
05280 - Motor Vehicle Wrecker	21.31
05310 - Painter, Automotive	22.69
05340 - Radiator Repair Specialist	21.31
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	24.09
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	18.66
07260 - Waiter/Waitress	10.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.30
09040 - Furniture Handler	12.89
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.36
09110 - Furniture Repairer, Minor	17.80
09130 - Upholsterer	19.09
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	12.82
11270 - Tractor Operator	17.61
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	18.07
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	31.09
12015 - Certified Physical Therapist Assistant	21.85
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	29.68
12030 - EKG Technician	29.99
12035 - Electroneurodiagnostic Technologist	29.99
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	18.11
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.56
12130 - Medical Laboratory Technician	18.27
12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	17.82
12195 - Medical Transcriptionist	18.39
12210 - Nuclear Medicine Technologist	44.62
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	16.80
12236 - Optical Technician	17.01
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.19
12305 - Radiologic Technologist	26.67
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49

12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.95
13012 - Exhibits Specialist II	28.43
13013 - Exhibits Specialist III	34.78
13041 - Illustrator I	22.71
13042 - Illustrator II	28.13
13043 - Illustrator III	35.13
13047 - Librarian	29.23
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	23.79
13058 - Library Technician	22.40
13061 - Media Specialist I	17.17
13062 - Media Specialist II	19.20
13063 - Media Specialist III	21.41
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	35.57
13075 - Photographer V	39.24
13110 - Video Teleconference Technician	20.08
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
14071 - Computer Programmer I	(see 1) 27.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	39.63
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	24.07
15090 - Technical Instructor	23.63
15095 - Technical Instructor/Course Developer	28.90
15110 - Test Proctor	19.07
15120 - Tutor	19.07
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.61
16030 - Counter Attendant	9.61
16040 - Dry Cleaner	11.51
16070 - Finisher, Flatwork, Machine	9.61
16090 - Presser, Hand	9.61
16110 - Presser, Machine, Drycleaning	9.61
16130 - Presser, Machine, Shirts	9.61
16160 - Presser, Machine, Wearing Apparel, Laundry	9.61
16190 - Sewing Machine Operator	12.19
16220 - Tailor	12.87
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	19.75
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.54
21030 - Material Coordinator	23.10
21040 - Material Expediter	23.10
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	14.54
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	11.53
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	14.54
21410 - Warehouse Specialist	14.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.01
23021 - Aircraft Mechanic I	27.51
23022 - Aircraft Mechanic II	29.01
23023 - Aircraft Mechanic III	30.15
23040 - Aircraft Mechanic Helper	19.27
23050 - Aircraft, Painter	25.88
23060 - Aircraft Servicer	22.10
23080 - Aircraft Worker	23.08
23110 - Appliance Mechanic	22.54
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	26.40
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	22.30
23160 - Electrician, Maintenance	30.18
23181 - Electronics Technician Maintenance I	26.46
23182 - Electronics Technician Maintenance II	28.18
23183 - Electronics Technician Maintenance III	29.92
23260 - Fabric Worker	20.83
23290 - Fire Alarm System Mechanic	22.30
23310 - Fire Extinguisher Repairer	19.28
23311 - Fuel Distribution System Mechanic	26.19
23312 - Fuel Distribution System Operator	20.03
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	27.51
23381 - Ground Support Equipment Servicer	22.10
23382 - Ground Support Equipment Worker	23.08
23391 - Gunsmith I	19.28
23392 - Gunsmith II	22.30
23393 - Gunsmith III	25.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.59
23430 - Heavy Equipment Mechanic	27.03
23440 - Heavy Equipment Operator	29.39
23460 - Instrument Mechanic	25.21
23465 - Laboratory/Shelter Mechanic	23.75
23470 - Laborer	13.40
23510 - Locksmith	22.54
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.96
23591 - Metrology Technician I	25.21
23592 - Metrology Technician II	26.70
23593 - Metrology Technician III	28.79
23640 - Millwright	25.21
23710 - Office Appliance Repairer	21.32
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.42

23810 - Plumber, Maintenance	23.94
23820 - Pneudraulic Systems Mechanic	25.21
23850 - Rigger	26.17
23870 - Scale Mechanic	22.30
23890 - Sheet-Metal Worker, Maintenance	21.78
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	22.55
23932 - Telecommunications Mechanic II	23.88
23950 - Telephone Lineman	26.70
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	25.21
23970 - Woodcraft Worker	25.21
23980 - Woodworker	17.38
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	17.11
24610 - Chore Aide	10.50
24620 - Family Readiness And Support Services Coordinator	16.50
24630 - Homemaker	17.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.46
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	25.04
25190 - Ventilation Equipment Tender	19.15
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.11
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	19.70
27040 - Detention Officer	31.01
27070 - Firefighter	28.78
27101 - Guard I	13.15
27102 - Guard II	19.70
27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Equipment Worker	10.30
28210 - Gate Attendant/Gate Tender	15.57
28310 - Lifeguard	13.81
28350 - Park Attendant (Aide)	17.41
28510 - Recreation Aide/Health Facility Attendant	12.71
28515 - Recreation Specialist	18.39
28630 - Sports Official	13.87
28690 - Swimming Pool Operator	20.34
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.28
29020 - Hatch Tender	29.28
29030 - Line Handler	29.28
29041 - Stevedore I	29.18
29042 - Stevedore II	32.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
30021 - Archeological Technician I	24.38
30022 - Archeological Technician II	27.39
30023 - Archeological Technician III	33.92
30030 - Cartographic Technician	34.33
30040 - Civil Engineering Technician	28.53
30061 - Drafter/CAD Operator I	24.49

30062 - Drafter/CAD Operator II	27.39
30063 - Drafter/CAD Operator III	30.35
30064 - Drafter/CAD Operator IV	37.58
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	25.20
30210 - Laboratory Technician	24.99
30240 - Mathematical Technician	33.80
30361 - Paralegal/Legal Assistant I	21.43
30362 - Paralegal/Legal Assistant II	26.55
30363 - Paralegal/Legal Assistant III	32.48
30364 - Paralegal/Legal Assistant IV	39.30
30390 - Photo-Optics Technician	30.73
30461 - Technical Writer I	26.29
30462 - Technical Writer II	32.15
30463 - Technical Writer III	38.91
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 27.39
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 33.32
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.96
31030 - Bus Driver	18.67
31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	10.31
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	11.24
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	14.89
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	10.43
99095 - Embalmer	25.32
99251 - Laboratory Animal Caretaker I	12.42
99252 - Laboratory Animal Caretaker II	13.55
99310 - Mortician	25.32
99410 - Pest Controller	15.55
99510 - Photofinishing Worker	15.95
99710 - Recycling Laborer	19.53
99711 - Recycling Specialist	23.86
99730 - Refuse Collector	17.37
99810 - Sales Clerk	16.78
99820 - School Crossing Guard	11.71
99830 - Survey Party Chief	27.80
99831 - Surveying Aide	16.49
99832 - Surveying Technician	22.62
99840 - Vending Machine Attendant	16.14
99841 - Vending Machine Repairer	18.63
99842 - Vending Machine Repairer Helper	16.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J – ATTACHMENT D

KEY PERSONNEL

<u>POSITION</u>	<u>NAME</u>
Project Manager	[REDACTED]
NEPA Document Manager	[REDACTED]
Soils Remediation Action Implementation Plan Document Manager	[REDACTED]
Field Team Lead	[REDACTED]

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

Pursuant to Section H.33, the Representations, Certifications, and Other Statements of the contractor, dated January 8, 2010, made in response to Solicitation No. DE-SOL-0000638 for the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) - Unrestricted contract is hereby incorporated by reference.

If there have been any changes to the FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters submitted with initial award of the IDIQ Basic Contract, the Contractor should submit any changes or updates to the Contracting Officer with this task proposal.

In addition, the following special provisions will apply to this task order:

K.101 FAR 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

(b) It has, has not filed all required compliance reports; and

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

K.103 FAR 52.225-25 -- PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION (NOV 2011)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K.102 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

K.104 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.