

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 66
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2. CONTRACT (Proc Inst Ident) NO. DE-EM0003836/1087-15-502677		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5 ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6 ADMINISTERED BY (if other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code) See Schedule	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT NET 30
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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CODE	FACILITY CODE
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11. SHIP TO, MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE 00511
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OR for EMCBC
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					

15G TOTAL AMOUNT OF CONTRACT \$15,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A NAME AND TITLE OF SIGNER (Type or print)
John M. Bukowski, President

20A NAME OF CONTRACTING OFFICER
Travis D. Marshall

19B NAME OF CONTRACTOR

20B UNITED STATES OF AMERICA

19C DATE SIGNED
5/28/2015

20C DATE SIGNED
09/31/2015

BY *[Signature]*
(Signature of person authorized to sign)

BY *[Signature]*
(Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003836/1087-15-502677

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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: ██████████ DUNS Number: 079150498 Small Business Administration 079150498 NORTH WIND SOLUTIONS, LLC Attn: JOHN BUKOWSKI 320 N CEDAR BLUFF RD STE 220 KNOXVILLE TN 37923 2087841130 IGF::OT::IGF West Valley Technical Assistance Contract FOB: Destination Period of Performance: 08/31/2015 to 08/30/2020 West Valley Technical Assistance Contract Support Services				15,000,000.00

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders will be issued in accordance with clause H.28, Task Ordering Procedure, and utilizing the fully-burdened rates contained in Section J, Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for meeting the requirements identified in each individual task order in accordance with the scope of work/requirements contained in Section C, Description/Specifications/Statement of Work.

B.2. CEILING PRICE OF MASTER CONTRACT

Contract Term	Five Years
Contract Price (Estimated Maximum)*	\$15,000,000.00

**Task orders may be issued up to the estimated maximum value of the master contract at the fully-burdened labor rates established in Section J, Attachment J-4.*

B.3. GUARANTEED MINIMUM AND ESTIMATED MAXIMUM VALUES

- (a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$10,000.00.
- (b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$15,000,000.00.

B.4. FUNDING

Funding will be obligated to each individual task order up to the ceiling value of the basic contract. All task orders issued under this contract count towards the ceiling value of \$15,000,000.00, and the total cumulative value of the task orders issued shall not exceed the contract ceiling value.

B.5. LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) If a firm-fixed-price task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each task order there is:

- (1) a fixed price for the action;
- (2) a fixed amount of work that corresponds to the firm-fixed-price;
- (3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;

- (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
- (5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- (6) an obligation that the Government will pay the Contractor for the work the Contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.

(b) For each task order:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the task order;
- (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated firm-fixed-price for each of the firm-fixed-price task orders issued:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded task order before the task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a firm-fixed-price task order is the allotted funds for the task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
- (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the firm-fixed-price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the firm-fixed-price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
- (5) the Contractor agrees to provide the fixed amount of work for the firm-fixed-price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each task order:

- (1) The firm-fixed-price (of both the entire task order and of the current cumulative amount of funds allotted to the task order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

- (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
- (3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the task order's firm-fixed-price and
 - ii. the Contractor must provide the work the contract requires for the task order.
- (d) The firm-fixed-price for each task order will be listed in Section B of each individual task order.
- (e) The Planned Funding Schedule for each task order will be listed in each individual task order. The sum of the planned funding for each task order equals the firm-fixed-price of the task order.
- (f) The Actual Funding Schedule for each task order will be listed in each individual task order. It specifies the actual amount of funds allotted and presently available for payment by the Government and the work to be performed for the funds allotted.
- (1) The Contractor may bill against a task order only after the Government has allotted funds to the task order and the Contractor has delivered the services and earned amounts payable for the task order.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the contract's requirements for the task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple firm-fixed-price contract for that task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
 - (1) The Government's and the Contractor's obligations under the contract for the task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the task order were both firm-fixed-price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that task order; and neither the firm-fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the task order that exceed the total amount of funds allotted by the Government to the contract for the task order
 - A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the contract and

- C. if it fulfills all of its obligations for that task order and the Government allots funds to the task order equal to the task order's firm-fixed-price, the Government will pay it the firm-fixed-price for the task order and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the task order were fully funded; consequently, if the Government subsequently terminates the task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the task order by the Government.
- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order.
 - (3) The Government may require the Contractor to continue performance of that task order for as long as the Government allots funds for that task order sufficient to cover the amount payable for that task order.
- (i) If the Government does not allot funds to a task order per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and:
- (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that task order;
 - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract;
 - (3) if the Government subsequently terminates the task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either task order:
- (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the task order; and
 - (2) The Contractor is not obligated to continue performance under this contract related to the task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the task order.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a task order, which will remain at all times the Government's maximum liability for a task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a task order in excess of the total amount allotted by the Government to this contract for a task order, whether earned during the course of the contract or as a result of termination.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a task order unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

Task Order (TBD)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

(o) Actual Funding Schedule:

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

(End of Section)

SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

C.1 BACKGROUND AND WORK SCOPE SUMMARY

The West Valley Demonstration Project (WVDP) is located on 3,345 acres of land called the Western New York Nuclear Service Center owned by the State of New York. The site is located approximately 40 miles south of Buffalo, New York. The Department of Energy (DOE) has operational responsibility for approximately 165 acres near the center of the larger 3,345 acres.

From 1966 to 1972, the West Valley (WV) site reprocessed 640 metric tons of commercial and U. S. Atomic Energy Commission (AEC) spent nuclear fuel to recover uranium and plutonium. The reprocessing efforts were conducted by Nuclear Fuel Services, under contract to the State of New York and under license by the AEC (a predecessor agency to the DOE) and the U.S. Nuclear Regulatory Commission. The facility also accepted low-level radioactive wastes from other sites for storage until 1975.

The principal mission of DOE is to satisfy the mandates established by the West Valley Demonstration Project Act of 1980 (Public Law 96-368) to include:

- Solidify, in a form suitable for transportation and disposal, the high-level waste;
- Develop containers suitable for permanent disposal of the solidified high-level waste
- Transport, in accordance with applicable law, the solidified waste to an appropriate federal repository for permanent disposal;
- Dispose low-level waste and transuranic waste produced by high-level waste solidification activities; and
- Decontaminate and decommission tanks and facilities used for solidification of high-level waste, as well as any material used in connection with the Project, in accordance with such requirements as the Nuclear Regulatory Commission may prescribe.

This is a Technical Assistance Contract, providing technical and administrative services in support of DOE's WVDP location. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, and DOE will procure the services described below by issuing task orders under this basic IDIQ contract. Many required activities are stated within this PWS; however, while these help define the contract scope, they are not all-inclusive. Any resulting task order(s) will further define the specific requirements being procured by DOE.

Unless specified otherwise in the contract and any applicable task order(s), the Contractor shall be required to furnish all personnel, facilities, equipment, material, services, and supplies (except as specifically identified as Government Furnished Property or items or services), and otherwise do all things necessary to accomplish work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the contract and any applicable task order(s). Contractor personnel shall be expected to perform the activities described in this PWS with a minimum of oversight and guidance by DOE personnel and in compliance with all applicable DOE and WV procedures. The Contractor shall ensure that duties are performed in a competent, professional manner that meets established milestones and adheres to schedules as established by the DOE. Work products are expected to be thorough, accurate, appropriately documented, and comply with established criteria. Some work products will include highly sensitive information and recommendations. The Contractor is expected to maintain the confidentiality of information as dictated by the requesting federal party and overall DOE standards of ethics and professional behavior. In performing the work, the Contractor must

comply with all applicable DOE orders and local, state, and federal regulations.

The Contractor shall appoint a Program Manager to serve the WVDP as the primary interface to the DOE Contracting Officer's Representative (COR). This person will be responsible for monitoring and maintaining performance of all resulting task order(s). This includes but is not limited to ensuring that obligations are met in accordance with contractual agreements, managing contract variations in accordance with contract provisions and organizational policy and procedures, investigating and resolving or referring as appropriate disputes/complaints in accordance with contractual requirements, communicating points and negotiation relating to the contract, and overseeing the closeout process when all the terms and conditions have been met. This person will also provide human resource support for the individuals supporting the task order(s), by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. The Program Manager shall develop and provide monthly status reports on all activities to the COR. On at least a quarterly basis, the Program Manager shall be available to attend meetings at the Ashford Office Complex or the WVDP site to discuss matters in person with support services staff and the DOE COR.

C.2 GENERAL REQUIREMENTS

Unless specified otherwise in the contract, the Contractor shall be responsible for coordinating with other site contractors and any other entities at the site locations, planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this PWS. The Contractor shall be responsible for the operations, project management, environment, safety, health, and quality control within its own organization. The Contractor will be responsible for complying with the site access control requirements and requirements for access to radiological areas established by Remediation Action Contractors at the WVDP. The Contractor shall have such access as is necessary to perform activities required under this contract.

C.2.1 TRANSITION

Contract Transition activities to be performed include, but are not limited to:

- Within 24 hours following a NTP, the Contractor shall release on its own website a brief Executive Summary of its offer. The purpose of this Executive Summary is to provide immediate release of relevant information to stakeholders and the public at large.
- The Contractor shall submit a Transition Plan for DOE approval 15 calendar days after NTP. The Transition Plan shall include a description of all activities necessary to execute all sections of the PWS, involved organizations, and schedule. Coordination with other site contractors/tenants is required to ensure for continuation of services by the Contractor as identified in the Section J, Attachment J-3, Government Furnished Services and Interface Requirements Matrix. The Plan must ensure there is no loss or degradation of the services that are provided to DOE and its contractors/tenants. The Contractor is responsible for performing due diligence to ensure that all activities are identified and completed during the Contract Transition Period.

The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 14 calendar day review and approval period unless a longer review/approval period is warranted due to the size and complexity of the document.

C.2.2 DOE PROGRAM/PROJECT SUPPORT

The Contractor shall review the existing DOE programs/plans, performance documents, and procedures and accept, modify, or develop, as necessary, for compliance with DOE Order requirements and all applicable laws and regulations.

C.2.2.1 Safeguards and Security

The Contractor shall develop, implement, and maintain a Safeguards and Security program for DOE-WVDP as specified in DOE Order 470.4B, Safeguards and Security Program and other applicable orders, manuals and guides. The Program will be tailored to the site-specific requirements of the WVDP and shall include creation of associated plans and implementing procedures. The Contractor shall assist DOE-WVDP with the development, implementation and maintenance of all DOE security program elements, including but not limited to those specified below.

The Contractor shall be responsible for creating and implementing a Security Awareness Program per the requirements identified in DOE Order 470.4B.

The Contractor shall be responsible for creating and implementing an Information Security/Operations Security Program per the requirements of DOE Order 471.6.

The Contractor shall be responsible for processing foreign national visits and assignments in accordance with DOE Order 142.3A to include use of the Foreign Access Central Tracking System (FACTS) in the approval process.

The Contractor shall be responsible for creation and implementation of Incidents of Security Concern reporting processes, and supporting DOE security incident inquiries.

C.2.2.2 Emergency Management/Continuity of Operations

The Contractor shall support and assist DOE-WVDP with the development, maintenance and implementation of emergency management/response and continuity of operations programs which demonstrate compliance with applicable DOE Orders (i.e. 151.1C & 150.1) and guidance documents, and is coordinated with the corresponding Site emergency management and continuity programs. Program development shall include updating and maintaining of applicable program plans, procedures and processes.

The Contractor shall support DOE-WVDP by preparing and conducting self-assessments, development, tracking and implementation of corrective actions.

The Contractor shall support DOE in developing and participating in a drill and exercise program that is compliant with applicable DOE Orders and Guides. The Contractor shall participate in the training, drill/exercise program.

C.2.2.3 Quality

The Contractor shall be required to revise or update, maintain and assist with the implementation of the approved organization specific Quality Assurance Program (QAP) for DOE-WVDP in accordance with DOE Order 414.1C and RW-333P describing how applicable requirements of the Environmental Management QAP and the American Society of Mechanical Engineers NQA-1, 2004, with addenda through 2007, will be implemented and flowed down to lower-tiered organizations. The quality assurance program shall be applied to all work performed at DOE-WVDP. If there is any inconsistency between the QAP and any other terms of the contract, the more restrictive will apply. The Contractor may also be responsible for pursuing enhancements to quality, safety and reliability.

The Contractor may be required to support DOE-WVDP by performing Quality Assurance Independent Assessments, Audits and Surveillances of WVDP contractor activities. Additionally, the Contractor shall prepare and distribute lessons learned reports to encourage improvements based on experience. The Contractor may be required to maintain a database to record assessment activities, non-conformances and corrective actions.

C.2.2.4 Environmental

The Contractor is expected to provide support services staff to assist DOE with the following environmental activities:

1. Provide consultation regarding the development of regulatory strategies, including analyses pertinent to NEPA, CERCLA, RCRA, and/or other federal, state and local environmental compliance requirements.
2. Provide support in the review of compliance plans and reports, permit applications and regulatory documentation.
3. Provide support associated with the implementation of compliance orders and agreements.
4. Provide support in reviewing environmental laws and regulations and DOE Orders to determine applicability and appropriate implementation strategies
5. Collaborate with other entities in the resolution of key technical comments and/or regulatory issues pertaining to compliance plans and reports, applications and regulatory documentation.
6. Provide independent technical facilitation for decision making as well as informational meetings associated with the following collaborative processes:
 - a. Supplemental Environmental Impact Statement (SEIS) and Decommissioning Plan Technical Comment Core Team-like process; and
 - b. Other technical sub-teams that may be developed for regulatory purposes or in response to regulatory requests.
7. Assist in the preparation of draft responses to NRC Requests for Additional Information (RAI) on the DP and assist in ensuring the preparation a final DP that incorporates the responses to NRC RAI.
8. Provide support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms.

The Contractor shall also assist DOE in work related to the development and execution of Phase 1 Studies, the Probabilistic Performance Assessment (PPA), the SEIS for the decommissioning and/or long term stewardship of the WVDP, and the Phase 2 Decommissioning Plan (Phase 2 DP) for the WVDP. This work would also include collaborative work with SEIS lead agencies, other cooperating agencies and stakeholders. The Contractor will also provide services related to the tasks listed below.

1. Technical Facilitation: Provide independent technical facilitation and assistance for environmental cleanup decision-making, as well as informational meetings associated with the following collaborative processes:
 - a. SEIS Technical comment resolution.
 - b. Other technical issues that may arise in response to the development of the Phase 1 Studies, the Phase 2 DP, and the PPA.
2. Regulatory Strategic Planning: Provide expert advice on regulatory strategies (e.g., collaboration, documentation) and assist the DOE in the following:
 - a. Integration of regulatory and technical requirements for facility decommissioning and remediation.
 - b. Integration of Phase 1 Studies data and other data collected during Phase 1 project implementation into the SEIS.
 - c. Integration of PPA into the SEIS
 - d. Development of a process for regulatory involvement and public communication relative to the Phase 2 decision.
 - e. Technical peer review of document format and content prior to regulatory and/or stakeholder meetings.

C.2.2.5 Environmental Characterization Services

Services required under this contract include comprehensive environmental task-based characterization services, including but not limited to: work plan development and documentation, field data collection and sample analyses, civil survey support, non-intrusive geophysical data collection, buried infrastructure identification and mapping, data management, data validation, data reduction, interpretation, and presentation, statistics, geographic information system products, field summary reports, data summary reports (i.e., summary of data verification, validation, and assessment), and technical oversight of field investigation activities. Onsite activities will include subsurface field services (e.g., well drilling, soil borings, cone penetrometer testing, geotechnical data collection, clearing and grubbing of brush/tree removal and related services) as well as surface soil, groundwater, surface water, and stream sediment characterization. Non-intrusive and field screening capabilities may be required (e.g., gamma walkover surveys, down-hole gamma surveys, non-intrusive geophysical surveys, etc.). In addition, routine site-wide monitoring activities may be required, including but not limited to air, surface water, groundwater, sediment, soil, direct exposure, and biota monitoring. Investigation-derived waste (IDW) management and disposition will also be included. As part of characterization activities, the Contractor should be prepared to deploy and support in-field laboratory capabilities (radiological and chemical) as required and appropriate. The Contractor should be familiar with the Triad approach to environmental characterization and capable of implementing Triad-based data collection efforts. The Contractor should be familiar with Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) guidance and experienced with implementing final status surveys for demonstrating site closure. Consequently the Contractor should have the capacity to manage and disseminate data results electronically while in the field to support in-field decision making, as appropriate.

Environmental data collection activities will be undertaken to support specific WVDP decommissioning activities at the site. Examples of site-specific activities include (but are not limited to): 1) pre-design WVDP decommissioning data collection to determine the nature and extent of surface and subsurface soil, sediment, and groundwater contamination consistent with WVDP decommissioning plan (s) data needs, 2) data collection to support final status survey requirements for areas undergoing remediation to meet site-specific derived concentration guideline levels (DCGL) as specified in the decommissioning plan(s), 3) environmental data collection required to support the removal of contaminated media as required by specific decommissioning

activities, and 4) routine site-wide environmental monitoring activities. The contract may have many tasks occurring simultaneously.

Examples of data collection-type activities include, but are not limited to: 1) gamma walkover surveys to characterize surface soil contamination; 2) non-intrusive geophysical surveys to identify and map buried infrastructure; 3) civil surveys to determine surface topography and to determine the coordinates of specific features of interest; 4) intrusive data collection including soil cores, GeoProbe cores, test pits, etc. resulting in obtaining samples submitted for analysis; 5) installation of permanent and temporary groundwater data collection points; and 6) field screening of environmental samples for radiological, chemical, or physical parameters of interest. The Contractor shall perform the characterization, certification, permitting, storage, treatment, rework necessary for transport or disposal, and shipping for disposal of radiological, hazardous, mixed radiological and hazardous waste, or other waste types that may require handling or management prior to disposal, that may be generated as Investigation Derived Wastes, by task order activities. Specifications regarding specific waste types, preferred treatment and disposal paths that may be available, and existing permits and other requirements will be described in the individual task orders issued under this contract.

All final data sets shall be provided to DOE-WVDP in an electronic format and shall be included in the project Data Management System (DMS). Electronic data deliverables (EDDs) shall be formatted for EarthSoft's EQUIS software and must conform to the guidelines specified for New York State Department of Environmental Conservation (NYSDEC) EQUIS electronic deliverables. EQUIS EDD supporting tables for sample and location coordinate information must be included and complete. EDDs shall be checked with the EQUIS Data Processor (EDP) software prior to submittal and are to be sent only when error free. Laboratory reports associated with data in the EDDs shall be provided in PDF formatted files.

C.2.2.6 Project Integration

C.2.2.6.1 General Duties

1. The Contractor may be required to handle time sensitive data calls that come in on a regular basis and need support to complete. Due dates will be provided as appropriate.
2. The Contractor may be required to run "what-if" scenarios to support development of annual budget requests. Due dates will be provided as appropriate.
3. The Contractor may be required to run schedule and cost scenarios when funding impacts become a concern or issue. Due dates will be provided as appropriate.
4. The Contractor may be required to submit requested reviews of REA's, and/or BCP's as requested.

C.2.2.6.2 Project Administration

1. The Contractor shall support DOE in maintaining and inputting project data from the site locations into various DOE business systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS) in accordance with prescribed procedures and DOE direction.
2. Provide consolidated data to DOE-WVDP in the form of reports, briefing materials, planning and budgeting submittals, data calls, and ad hoc requests.

3. Implement and maintain a system to process, integrate, track, analyze, and report data for the WVDP concerning the following areas: project management, project control, life cycle planning, performance measurement, budget formulation and execution, and financial management.
4. The Contractor shall support the DOE staff with all data calls and coordinate presentations on an as needed basis.

C.2.2.6.3 Project Controls Technical Evaluation

1. The Contractor may be required to furnish experienced project scheduling staff to provide assistance to WVDP personnel to maintain the Federal Baseline, control and make revisions to the approved schedule and the associated cost impacts related to federal changes.
2. Schedule assessments will include all planned work activities, associated durations, and interdependencies with other project work to ascertain cost and schedule impacts associated with proposed federal changes and judge for reasonableness.
3. Work will involve evaluation of the current approved federal schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost as planned prior to the changes requested by the FPD's.
4. Schedule assessment will evaluate the merits of the logic, durations and relationships that make up the critical path. The Subject Matter Expert (SME) on the technical work needs to assess the basis of the critical path.
5. The written evaluation will describe the impact of changes on the critical path and provide a qualitative, expert opinion regarding actions taken to mitigate the impacts of changes on the overall schedule/cost of the project.

C.2.2.6.4 Schedule Management Services – Federal Baseline

The Contractor may be required to report and update schedule status, report schedule variances, conduct critical path and float analysis, resource load schedule and Work Breakdown Structures (WBS), maintain WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary.

1. The Contractor may be required to identify, review and analyze actual or potential scheduling and planning and execution problems.
2. The Contractor may be required to evaluate, monitor, and participate in detailed performance analysis of schedule management systems.
3. The Contractor may be required to identify and develop program management policies and procedures to support WVDP.

4. The Contractor may be required to annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the contractor baselines.

C.2.2.6.5 Schedule Management Services – HQ And Contractor Deliverables And Reviews Support

1. The Contractor may be required to support WVDP with any external reviews for Capital Asset Projects. This includes reviewing the federal baseline schedule and other support documents to ensure integration (e.g., Project Execution Plan, IPT Charter, Risk Management Plan).
2. The Contractor may be required to support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor's baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan).
3. After the contract transition period, the Contractor may be required to support tasks and deliverables to include:
 - a. Integrating Contractor's working schedule with the approved Federal Baseline.
 - b. Updating Federal Baseline to incorporate changes with DOE's approval. These changes are not formally approved but are anticipated to affect the Federal Baseline.
 - c. Providing DOE a written analysis of the Contractor's Working Schedule on a monthly Basis.

C.2.2.7 Data Management System (DMS)

The Contractor shall provide technical services for hardware and software maintenance, application development, and database administration for DOE's WVDP data management system (DMS). The WVDP DMS will house current, future, and legacy environmental monitoring data that will be used to support decommissioning activities at the WVDP. The WVDP DMS is capable of managing these various types of environmental information and capable of making the information available in a timely and efficient manner to DOE, DOE contractors, regulators, stakeholders, and the general public.

The WVDP DMS will manage the data generated by the WVDP Environmental Characterization Services Contractor during implementation of the Phase 1 Characterization Sampling and Analysis Plan for the WVDP (CSAP) and Phase 1 Final Status Survey Plan for the WVDP (FSSP) including but not limited to the following: gamma walkover survey data, site background surface and subsurface soil survey and sampling data, surface soil, subsurface soil, and stream sediment sampling data, waste management area (WMA) I barrier wall geotechnical data, WMA I barrier wall groundwater data, Phase 1 remedial action survey radiological survey and sampling data, and Phase 1 final status survey radiological survey and sampling data.

The WVDP DMS will manage data generated by the WVDP Phase 1 Decommissioning Facility Disposition Contractor during WVDP operations including but not limited to the following: historical data currently stored in ELIMS, environmental data collected to support preparation of the WVDP annual site environmental report (ASER) and DOE Order 450.1A, groundwater elevation data including geospatial coordinates and well information (diameter, screened interval, unit monitored, well construction, hydraulic conductivity).

DOE-WVDP staff and DOE support services contractors will evaluate the data generated during Phase 1 decommissioning activities to: ensure that the data meets all data validation requirements, identify and plan future characterization efforts outside those specified in the CSAP and FSSP to support Phase 1 decommissioning activities, manage Phase 1 decommissioning activities, and ensure that Phase 1 decommissioning activities meet applicable Phase 1 soil and sediment cleanup criteria specified in the Phase 1 Decommissioning Plan for the WVDP. The Contractor shall perform the activities listed below.

The Contractor shall have competency in the following technologies and skill sets:

- System hardware;
 - Spatial Analysis, Geographical Analysis systems;
 - Database Management and Administration- MS SQL Server 2008 and above;
 - Earthsoft EQuiS;
 - ArcGIS and/or other Geospatial Mapping Applications;
 - Electronic Data Deliverable (EDD) management;
 - Design, schema, implementation, testing, and validation;
 - Hardware (Configuring & Administration);
 - Systems Security; and
 - Environmental Sampling and Data Management Programs
 - QA/QC programs
 - Data validation
 - Data Quality Objectives
 - Environmental and radiological data.
1. Regular System Operations and Customer Support, Hardware and Software Maintenance, Contingency Operations.
- a. The Contractor will be responsible for the regular upkeep and maintenance of all hardware and software components within the delineated system boundary (as defined under C.2.2.7(4), *Cyber Security*, below) to provide the highest level of complete system availability to system users as reasonably achievable. The Contractor will provide a method and reporting mechanism to measure overall system availability within 90 calendar days of the issuance of a Task Order for DMS support.
 - b. The Contractor will be responsible for performing regular upgrades and patching of system hardware and software issued by the manufacturers within 90 calendar days of issuance of a Task Order for DMS support, unless testing and evaluation of an upgrade or patch is shown to have adverse effects to the system which cannot be compensated for or corrected within the timeframe. Security patches and upgrades identified as critical, immediate, or above by the manufacturer will be applied within 10 working days of issuance of a Task Order for DMS support, unless the contractor can demonstrate adverse effects to the system from their application. The Contractor will maintain a log of available patches and upgrades to all DMS components which includes at a minimum; issue date, the application date, result, and applicable notes regarding application failures and test results.
 - c. Within 30 calendar days of the issuance of a Task Order for DMS support, the Contractor will provide a Contingency Plan for the restoration of access to the DMS in the event of loss of services, equipment or facilities. The Contingency Plan will utilize risk analysis techniques to identify likelihood of identified event scenarios and general timetables for the restoration of and access to the system under each. The Contingency Plan shall utilize risk analysis techniques to identify likelihood of identified event scenarios and general timetables for the restoration of and access to the system under each, using a graded approach

to cost and level of effort. The plan shall specifically address the restoration of the system from a complete, catastrophic loss of system hardware and live data within 7 calendar days from the event. The plan shall also address regular backup and recovery procedures, technologies and system configurations to be used to achieve recovery of all data prior to 8 hours before from the loss incident.

- d. Within 90 days after the issuance of a Task Order for DMS support, the Contractor shall provide to the CO/COR an IT Equipment Life Cycle Management Plan and Schedule for all DMS equipment, peripherals and software. The plan shall identify all equipment and software by item type and quantity on hand. At a minimum, the plan shall include projected end of service dates, required vendor service or maintenance agreements, planned options to upgrade, replace or retire, and estimated costs, through the end of the period of performance of the contract.

2. Database Administration.

The Contractor will be responsible Database Administration activities listed below.

- a. Maintaining and upgrading the database server and application tools.
- b. Allocating system storage and planning future storage requirements for the database system.
- c. Managing primary database storage structures (tablespaces).
- d. Creating primary objects (tables, views, indexes).
- e. Enrolling users and maintaining system security, controlling and monitoring user access to the database.
- f. Monitoring and optimizing the performance of the database(s).
- g. Ensuring compliance with database contractor license agreement.
- h. Planning for backup and recovery of database information.
- i. Provide technical assistance and guidance to other DOE-WVDP contractors that may be responsible for the migration of legacy data to the DMS, as required.

3. Applications and Data Reporting, Electronic Data Deliverables, GIS Functions

The Contractor will be responsible activities listed below.

- a. Maintaining existing web applications and developing additional applications as required to preserve or increase DMS functionality.
- b. Maintaining website configuration and performing required maintenance.
- c. Maintaining existing electronic data deliverables (EDD) formats and developing additional EDD formats as required to preserve or increase DMS functionality.

4. Cyber Security

The DMS will be developed in accordance with DOE Order 205.1B, Cyber Security. The DMS developer will provide the base cyber security program that meets these requirements and will set general policy and will develop a Cyber Security Site Security Plan (SSP) for the implementation of DOE Order 205.1. The Contractor will operate in accordance with the provided SSP. As part of the implementation of the SSP, the Contractor will develop implementing procedures and instructions for the following families as prescribed in NIST 800-53r4 and as modified by policy stipulated in the provided SSP.

- a. AC - Access Control
- b. AT- Awareness and Training
- c. AU- Audit and Accountability
- d. CA- Security Assessment and Authorization
- e. CM - Configuration Management
- f. CP - Contingency Planning
- g. IA- Identification and Authentication
- h. IR - Incident Response
- i. MA- Maintenance
- j. MP - Media Protection
- k. PE- Physical and Environmental Protection
- l. PL – Planning
- m. PM - Program Management
- n. PS - Personnel Security
- o. RA - Risk Assessment
- p. SA - System and Services Acquisition
- q. SC- System and Communication Protection
- r. SI - System and Information Integrity

The Contractor shall be responsible for all aspects of maintaining the Cyber Security Program requirements for the DMS. The Contractor shall be responsible for compliance with the DOE Order, continuous monitoring, and responding to emerging cyber security threats as well as providing data and information related to the system to support DOE in Federal Information Security Management Act (FISMA) compliance.

The Contractor shall coordinate with the primary Site Contractor for related Cyber Security Requirements that are “inherited” from the Site Contractor, such as PE- Physical and Environmental Protection and SC- System and Communications Protection.

C.2.2.8 Administrative

C.2.2.8.1 Travel Support

1. Make travel arrangements for the WVDP Director, Deputy Director, and DOE-WVDP staff such as hotel, rental car, and flight reservations.
2. Provide support for authorizations and vouchers in the DOE electronic travel system.
3. Support the development of an annual travel budget and track expenses throughout the year (this effort includes input and assistance in maintaining the travel budget database).
4. Prepare constructive cost comparisons as required for travelers.

C.2.2.8.2 Office Support

1. Copy, fax, scan, file and log correspondence, documents, including updating the tracking database.
2. Answer and effectively manage the Director and Deputy Director telephones, incoming telephone lines, and direct calls in a professional manner.
3. Greet and process visitors in accordance with visitor security protocols, including log keeping and badging. This also includes maintaining inventory of all visitor badges at all times.
4. Schedule meetings and conference calls and maintain and update Director, Deputy Director, and DOE-WVDP staff calendars.
5. Perform routine typing of correspondence, reports and procedures including proofread, incorporate revisions, finalize, and transmit correspondence, reports, and procedures.
6. Process incoming mail/correspondence and outgoing correspondence and run searches and reports.
7. Utilize whatever system is designated by the DOE-WVDP (i.e., Foremost Records System, CCTS, etc.) to log incoming and outgoing correspondence and weekly reports.
8. File/process records in accordance with DOE Retention Schedules.
9. Assist in preparing required documents and records for disposition (shipment to Federal Records Center, Commercial Storage Facility, NARA, or destruction).
10. Coordinate attendance records daily with Deputy Director for accountability and for payroll entries and input entries in payroll system (ATAAPS). Perform accountability during actual emergencies or emergency preparedness drills/exercises.

11. Coordinate with DOE-WVDP staff and Deputy Director and finalize EM Weekly Reports and EM 30-60-90 Day Reports.
12. Update the DOE calendar weekly, update phone list, phone cards, and EM notification cards as necessary.
13. Maintain office supply inventory.
14. Maintain the training spreadsheet.
15. Schedule, update, and maintain conference call lines and conference rooms.

C.2.2.9 ESH&Q Support

1. Provide support and assistance to DOE in implementing a Directives Management System by maintaining and tracking changes to Departmental directives. This support and assistance includes: participation in the development of draft directives; providing an analysis of directives to identify impacts on contractor operations; identifying value added and any constructive alternative's to a directive's contents; and the cost impact estimates of directive implementation.
2. The Contractor shall prepare and distribute "lessons learned" reports to encourage improvements based on experience.
3. The Contractor shall maintain a database to record nonconformance and corrective actions activities.
4. Provide support or be responsible for the investigation and causal analysis of unplanned events, accidents, or violations related to nuclear facility authorization basis and other technical programs.

C.2.3 CONTRACTOR OVERSIGHT SUPPORT

The Contractor staff shall support DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document, procedure, and process reviews, interviews, and in-field work observations. Additionally, the Contractor may be required to perform and document casual analyses resulting from oversight and assessment activities. The support services staff are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval.

The Contractor shall provide subject matter experts to review DOE and contractor activities to assess DOE Order 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The support services staff will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE Order 226.1B of comparably effective criteria established by the responsible program office.

C.2.3.1 Safety, Health & Quality

The Contractor shall provide oversight of following Safety, Health & Quality (SH&Q) Programs (including all implementing policies, procedures, and instructions) including, but not limited to:

- Integrated Safety Management System;
- Radiation Protection (including Dosimetry);
- Worker Safety and Health;
- Conduct of Operations;
- Corporate Operating Experience;
- Quality Assurance
- Contractor Assurance;
- Records Management;
- Continuity of Operations;
- Emergency Management;
- Safeguards and Security;
- Criticality Safety;
- Nuclear Safety;
- Fire Protection;
- Industrial Safety;
- Industrial Hygiene;
- Occupational Medicine;
- Respiratory Protection;
- Federal occupational safety and health;
- Engineering;
- Conduct of Operations;
- Price Anderson Amendment Acts; and
- Other programs as assigned.

All oversight activities shall be performed in accordance with applicable DOE Directives, Orders, Standards, Manual, Guides, Policies, and Industry Standards; and DOE-WVDP policies and procedures. List A (Section J Attachment J-1) includes the specific Federal regulations applicable to the programs above. List B (Section J Attachment J-2) includes the Directives, Polices, Orders, Manuals and Standards applicable to the programs above. Descriptions of these programs are included in the List B documents.

The Contractor shall support DOE WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule.

The Contractor shall perform surveys of a variety of work places and work processes, including but not limited to industrial plants, chemical processing facilities, warehouses, construction, and decontamination and demolition sites, environmental clean-up and remediation sites, in order to identify worker safety and health hazards and/or unsafe worker behaviors, violations of SH&Q requirements, potential incorrect or unsafe acts, and/or deficiencies related to DOE, Occupational Safety and Health Administration (OSHA) , Environmental Protection Agency (EPA) regulations, and other regulatory statues governing work. The Contractor shall bring to the immediate attention of DOE and the Site Contractor any identified hazard or unsafe hazard conditions, or behavior(s) that represents an imminent threat of death or serious injury. Additionally the Contractor shall prepare and deliver

reports that specifically identify potential violations or unsafe conditions by location and recommend corrective actions to resolve unsafe conditions or unsafe behaviors.

Provide support services staff to review, concur and forward contractor assurance system program descriptions for Headquarters line management approval or to recommend DOE Field Element approval of such descriptions if the approval authority is delegated. The subject matter experts may use existing processes (e.g., quality assurance program, integrated safety management description documents, or modifications to them) to meet this requirement if they provide adequate descriptions of the contractor assurance programs. Additionally, the support services staff may recommend corrective actions which improve the effectiveness and efficiency of programs and operations.

Review and disseminate Departmental and industry best practices and operating experience in an effort to assure continuing improvements in nuclear safety authorization basis.

C.2.3.2 Nuclear Safety Support Services

1. Provide support services staff to review nuclear facility safety documentation. This includes review of safety basis documents that require DOE approval for Hazard Category 3 Nuclear Facilities. This also includes review of documentation related to configuration control and authorization basis maintenance (e.g., un-reviewed safety questions, conduct of operations procedures, etc.). Operations in these facilities include the following activities: radioactive and hazardous materials storage; decontamination and decommissioning; and waste packaging and shipping. The purpose of the reviews is to ensure that the analyses and documentation meets or exceeds DOE requirements. The reviews will place particular emphasis on the quality of the Hazard Assessment and Analyses, the Hazards Controls, and the resulting System Safety and Technical Safety Requirements (TSRs). The subject matter expertise reviews may also focus on the safety basis documents for facilities that are less than Hazard Category 3. These documents include Hazard Assessment Documents and Inactive Waste Site Assessments. The subject matter expertise reviews will be based on DOE regulations, directives and standards (10 CFR 830, Subpart B, and DOE STD 1104) and associated implementation guidance. The deliverable for Hazard Category 3 nuclear facilities is typically a DOE Safety Evaluation Report, which is submitted to the designated DOE approval authority.
2. Provide support services staff to perform safety design reviews during progressive phases of project definition and execution.

C.2.3.3 Project Integration

The Contractor shall coordinate between itself and other contractors at the WVDP, including Remedial Action Contractors and Technical Assistance Contractors, obtain information from other contractors at the WVDP, and reconcile its data with the data of other contractors to ensure quality and accuracy of deliverables.

C.2.3.3.1 General Duties

The Contractor may be required to submit requested reviews of REA's, and/or BCP's as requested.

C.2.3.3.2 Project Controls Technical Evaluation

1. The Contractor may be required to furnish experienced project scheduling staff to provide assistance to WVDP personnel to oversee the Contractor's Baseline.

2. Schedule assessments will include all planned work activities, associated durations, and interdependencies with other project work to ascertain cost and schedule impacts associated with proposed site contractor's changes and judge for reasonableness.
3. Work will involve evaluation of the current approved site contractor's schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost.
4. Schedule assessment will evaluate the merits of the logic, durations and relationships that make up the critical path. The support services staff on the technical work needs to assess the basis of the critical path.
5. The written evaluation will describe the impact of changes on the critical path and provide a qualitative, expert opinion regarding actions taken to mitigate the impacts of changes on the overall schedule/cost of the project.

C.2.3.3.3 Schedule Management Services –Contractor Baseline

The Contractor may be required to review schedule status, review schedule variances, conduct critical path and float analysis, review the WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary.

1. The Contractor may be required to identify, review and analyze actual or potential scheduling and planning and execution problems.
2. The Contractor may be required to evaluate, monitor, and participate in detailed performance analysis of schedule management systems.
3. The Contractor may be required to review program management policies and procedures to support WVDP.
3. The Contractor may be required to annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the site contractor baselines.

C.2.3.3.4 Schedule Management Services –Contractor Deliverables and Review Support

1. The Contractor may be required to support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the site contractor's baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan).
2. The Contractor may be required to support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor's baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan).

C.2.3.4 Environmental

1. Provide advice (written and oral), during implementation of field work, on regulatory strategies (e.g., collaboration, documentation) in the following:
 - a. Ensuring there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water); and
 - b. Technical peer review of document format and content prior to presentation to regulatory agencies.
2. The Contractor shall provide oversight in the areas of environmental compliance and permitting, RCRA, NESHAPs, SPDES, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. Contractor will also assist DOE in stakeholder communication activities. Specific tasks associated with this effort include:
 - a. The Contractor shall provide the WVDP with specific expertise and specialized technical assistance in reviewing environmental laws and regulations and DOE Directives and Standards to determine applicability and appropriate implementation strategies.
 - b. The Contractor shall provide support for daily oversight of environmental compliance and permitting programs (including but not limited to Resource Conservation and Recovery Act (RCRA), air, water, waste, monitoring and reporting).
 - c. The Contractor provides support in the review of compliance plans and permit applications.
 - d. The Contractor provides support associated with the implementation of compliance orders and agreements.
 - e. The Contractor provides support in the performance of surveillances and other forms of in-field oversight of and interfacing with WVDP site contractors with respect to operations and activities relative to environmental programs implemented at the Project. Oversight activities may include: document reviews, interviews, and in-field work observations. The Contractor shall provide follow up and tracking of corrective actions as required by DOE-WVDP. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval.
 - f. The Contractor coordinates and interfaces on RCRA, NESHAPs, SPDES, and environmental issues with the WVDP Regulatory Strategy and Environmental Compliance Team Leader.
 - g. Contractor assists in preparation of stakeholder communication materials such as presentation packages, agendas and reports. Contractor coordinates with prime contractor communications personnel.

C.2.3.5 Waste Management

The Contractor shall provide support to DOE to ensure compliance with DOE Order 435.1 while ensuring that all waste is managed in a manner that is protective of worker and public health and safety, and the environment. This

includes waste characterization, waste packaging, waste storage, and waste transportation technical assistance to support field activities associated with newly generated wastes, as well as legacy wastes.

C.2.4 RECORDS MANAGEMENT

The Contractor shall assist with and/or develop and implement records management controls to ensure that the identification, maintenance, and disposition of hard copy and 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 part 1236 "*Electronic Records Management.*"

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 and outlined in the DOE-WVDP File Plan. *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.*

The Contractor shall follow the DOE-WVDP Records Management Program. The Contractor shall provide a Turnover Package to DOE at the conclusion of the contract. The contents of the Turnover Package shall include all documentation as required by all sections of this contract.

The Contractor shall provide support and assistance in implementing a controlled document system including development, tracking and maintenance of DOE-WVDP controlled documents.

C.2.5 GOVERNMENT FURNISHED SERVICES AND PROPERTY

Section J, Attachment J-3, Government Furnished Services (GFS) and Interface Requirements Matrix identifies services that are provided by individual site contractors. Upon transition, the Contractor shall manage any provided Government Furnished Property (GFP) and/or equipment in accordance with the DOE Property Management Program Plan.

Note that the Contractor shall provide its own cell phones and be available for after-hours consultation and possible emergency response.

C.2.6 SUPPORT TO OTHER DOE CONTRACTORS

The Contractor shall cooperate and interface with other DOE contractor(s) engaged in characterization, decontamination, deactivation, demolition, environmental restoration, waste management and/or other activities as may be prescribed through current or future contracts with DOE related to the WVDP or Western New York Nuclear Service Center (WNYNSC) (other than those specified in this PWS) whether or not those contracts are performed on or off the Project premises or WNYNSC. The Contractor is responsible for providing support services, consistent with technical direction provided under Clause I.110, DEAR 952.242-70, Technical Direction.

DOE anticipates the following types of services:

- Coordination and integration of interface between the Contractor, the Contractor's subcontractors, and other DOE contractor(s), and scheduling of work;
- Oversight of other DOE contractor(s) compliance with the requirements of the Contractor's Integrated Safety Management System, Quality Assurance Plan, and Environmental Compliance Program;

- Access to waste storage facilities and systems which could include physical access to such facilities and systems for the purpose of treating waste, and or storing waste;
- DOE expects that waste characterization responsibilities will reside with the generator and disposal with the WVDP Phase 1 Decommissioning Facility Disposition contractor.

In the event of a dispute between the Contractor and other DOE contractors, the DOE Contracting Officer shall serve as the point of contact for resolution of claims.

C.2.7 DOE-C-2003 REPORTS (OCT 2014)

The Contractor shall prepare and submit reports and deliverables as specified in the individual task orders or as required in other clauses in the contract.

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1. DOE D-2001 PACKAGING AND MARKING (OCT 2014)

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which -
 - (1) Identifies the contract by number pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.
- (d) In lieu of mailing or other delivery service, the Contractor may electronically submit reports via e-mail to the CO as identified in Section G and to the Contracting Officer's Representative (COR) as identified in Section G. Electronic file formats shall be as required in the PWS. If acceptable file formats are not listed in the PWS, submittals must be in Portable Document Format (PDF) or Microsoft Office 2007 (or newer) file formats. If it appears that another electronic data format is more appropriate for the type of document being submitted, the Contractor shall contact the CO to determine whether the format is acceptable before submitting it.

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, Inspection of Services – Fixed-Price (AUG 1996), or FAR 52.246-6, Inspection – Time-And-Material and Labor-Hour (May 2001). If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

E.2. FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

E.3. FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(End of Section)

SECTION F - DELIVERIES OR PERFORMANCE

- F.1. FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)**
- F.2. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY)**
- F.3. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The services specified by this contract shall be performed at the following location(s): The West Valley Demonstration Project site and Ashford Office Complex, both located near West Valley, New York; and other sites that may be designated by the Contracting Officer.

F.4. PERIOD OF PERFORMANCE

- (a) The contract period of performance and ordering period shall be five years from the date of award of this contract.
- (b) Each task order issued by the Contracting Officer will identify a specific period of performance. Issuance of task orders will not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the contract period of performance shall not exceed 24 months beyond the contract period of performance and ordering period.
- (c) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months. The period of performance for any Firm-Fixed-Price (FFP) task order shall not exceed 60 months.

F.5. EMCBC-F-1001 DELIVERY SCHEDULE

The delivery schedule shall be specified in each individual Task Order.

F.6. NORMAL HOURS OF OPERATION AND MEETING REQUESTS

Typical DOE-WVDP core hours are Monday through Friday from 7:30 AM to 4:00 PM. The AOC and WVDP site offices are typically open for business Monday through Friday from 6:00 AM through 5:30 PM. Note that Contractor support may be required outside of the hour ranges noted above. Expected Contractor support schedules may be further defined in individual Task Orders.

Contractor staff shall be able to meet with DOE-WVDP personnel within 30 minutes of a meeting request (this policy applies to the DOE-WVDP core hours specified above). This requirement may be waived at the discretion of the COR at the Contractor's request (on a case-by-case basis). Remote support may be further defined in individual Task Orders.

(End of Section)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

G.2. DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3. CONTRACTOR'S PROGRAM MANAGER

The Contractor shall appoint a Program Manager to serve the WVDP as the primary interface to the DOE Contracting Officer's Representative (COR). This person will be responsible for monitoring and maintaining performance of all resulting task order(s). This includes but is not limited to ensuring that obligations are met in accordance with contractual agreements, managing contract variations in accordance with contract provisions and organizational policy and procedures, investigating and resolving or referring as appropriate disputes/complaints in accordance with contractual requirements, communicating points and negotiation relating to the contract, and overseeing the closeout process when all the terms and conditions have been met. This person will also provide human resource support for the individuals supporting the task order(s), by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. The Program Manager shall develop and provide monthly status reports on all activities to the COR. On at least a quarterly basis, the Program Manager shall be available to attend meetings at the Ashford Office Complex or the WVDP site to discuss matters in person with support services staff and the DOE COR.

G.4. DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist:

(A) TBD

(B) Telephone number TBD

(C) Address TBD

(D) Email address TBD

(2) Contracting Officer

(A) Travis Marshall

(B) Telephone number 513-246-0103

(C) Address 250 East 5th Street, Suite 500
Cincinnati, OH 45202

(D) Email address travis.marshall@emcbc.doe.gov

(3) Contracting Officer's Representative

(A) Craig Rieman

(B) Telephone number 716-942-4312

(C) Address U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Spring Road
West Valley, NY 14171-9799

(D) Email address Craig.Rieman@wv.doe.gov

(4) Government Contract Administration Office DOE EMCBC

(A) Travis Marshall

- (B) Telephone number 513-246-0103
- (C) Mailing address 250 East 5th Street, Suite 500
Cincinnati, OH 45202
- (D) Email address travis.marshall@emcbc.doe.gov

G.5. BILLING INSTRUCTIONS

(a) The Contractor shall submit separate invoices using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal). Invoices shall be submitted electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of invoices

(b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

(c) Fixed Price Task Orders: the Contractor shall submit invoices (Standard Form 1034) in accordance with FAR 52.232-1 "Payments" (APR 1984). Invoices shall reflect the fixed prices specified in Section B of each task order.

(d) Time and Materials Task Orders: The Contractor may submit invoices not more than once every two weeks in accordance with FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts" (AUG 2012).

(e) For T&M Task orders, each invoice shall also include a statement of cost and supporting documentation for services rendered.

(1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- i. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- ii. Statement of Cost shall include, as a minimum, a breakout by functional area of the PWS for all services actually provided by the Contractor and authorized for payment under the payment provisions of the contract for the current billing period. The Direct Productive Labor Hour (DPLHs) incurred during the current billing period shall be broken down into hours worked, names of employees who incurred the

cost, and specific tasks associated with the billing. A cumulative summary for DPLHs expended and the associated billing amounts charged shall also be provided. Any charges for Other Direct Costs (Materials, Travel, etc.) shall also be provided with a cumulative to-date summary.

iii. Support documentation shall be submitted for Other Direct Costs claimed for reimbursement on the Statement of Cost. The level of detail provided must clearly indicate where the funds were expended. Supporting data for material costs shall include: the nature/description of the item, date purchased, relevant receipts, and a copy of the Contracting Officer's prior approval. Supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

iv. The statement of cost must include a certification statement signed by a responsible official of the Contractor.

(f) The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.

G.6. DOE-G-2006 SUBMISSION OF REQUEST FOR PROGRESS PAYMENTS (OCT 2014)

(a) Progress Payments under this contract are authorized under this contract in accordance with the clause at FAR 52.232-16, Progress Payments. The Contractor shall use Standard Form 1443 (Contractor's Request for Progress Payment) when requesting progress payments.

(b) Contractors shall submit requests for progress payments electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) The Contracting Officer will not make progress payments or increase the contract price beyond the funds obligated under the contract, as amended.

G.7. EMCBC-G-1002 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EMCBC DOE Contracting Officer

G.8. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

G.9. CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the

contract number and task order number and shall be subject to the following procedures:

- (a) Contract Correspondence. Any correspondence affecting the basic contract shall be addressed to the Contracting Officer.
- (b) Task Order Correspondence. Procedures for correspondence affecting an individual task order(s) only will be specified and described in each individual task order.
- (c) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR designated for an individual task order as well as to the Technical Monitor designated for that task order (if applicable). Information copies of all technical correspondence shall be addressed to the CO for the affected task order.
- (d) The Contractor shall submit correspondence, reports, and deliverables as follows:
 - (i) All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor shall prepare the requested reports and documents via site standard software (e.g., Microsoft Office Products; PDF) and provide a copy via email or on CD/DVD as required by the size of the document.
 - (ii) Electronically authorize/sign all correspondence, deliverables and reports.
 - (iii) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE at no cost.

G.10. DEFECTIVE OR IMPROPER INVOICES

The name, title, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

John Bukowski
President, North Wind Solutions
North Wind Solutions, LLC.
1425 Higham Street
Idaho Falls, ID 83402
Phone: 208-521-9143
Email: jbukowski@northwindgrp.com

Brad Trost
Chief Financial Officer, North Wind Group
North Wind Group
1425 Higham Street
Idaho Falls, ID 83402
Phone: 208-521-9480
btrost@northwindgrp.com

G.11. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task

orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2. DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)

(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.

(b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.3. DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in Section J, Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications, except as the Contracting Officer may otherwise authorize.

H.4. DOE-H-2030 SECTION 8(A) DIRECT AWARDS (OCT 2014)

(a) This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.

(b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.

(c) The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.

H.5. DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.6. DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or – controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act

which will interfere with the performance of work by any other contractor or by a Government employee.

H.7. DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

Within 10 calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.8. DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

- (a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as -
- (1) Alternative Fueled Vehicles and Alternative Fuels;
 - (2) Biobased Content Products (USDA Designated Products);
 - (3) Energy Efficient Products;
 - (4) Non-Ozone Depleting Alternative Products;
 - (5) Recycled Content Products (EPA Designated Products); and

(6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.9. DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees,

whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.10. DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.11. DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

(a) In accordance with the clause FAR 52.228-5, Insurance – Work on a Government Installation, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.12. DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. For site characterization work, the Contractor shall develop, implement, and maintain a written Worker Safety and Health

Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations. For all other work scope, the Contractor is expected to follow DOE-WVDP program descriptions, policies and procedures (i.e., DOE-011, Integrated Management System Description).

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.13. GOVERNMENT FURNISHED PROPERTY

In accordance with the clause FAR 52.245-1, Government Property, the Government will provide basic office equipment at the West Valley Development Project site and Ashford Office Complex (AOC), to include access to items such as computers, telephones, printers, desks, and chairs. Ownership and management of the Government Furnished Property remains within the Government. Basic office equipment types listed above will not be Government provided at any locations other than the WVDP site and AOC. On a case-by-case basis, laptops may be provided for official Government travel as requested by the Contractor and approved by the COR. Otherwise, mobile devices such as laptops or cellphones will not be Government provided.

Individual task orders may further specify Government Furnished Property details.

H.14. DOE-H-2057 ALT 1 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE 1 (OCT 2014)

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-6, and the clause at FAR 52.222-42, Statement of Equivalent Rates for Federal Hires, when applicable.

H.15. DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.16. DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

All applicable Directives found in Attachment J-2 List of Applicable DOE Directives (List B)

H.17. DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)

(a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI) via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such Controlled Unclassified confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as sensitive and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, Controlled Unclassified Information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides Controlled Unclassified Information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of Controlled Unclassified Information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the Controlled Unclassified Information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.18. DOE-H-2064 ALT 1 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE 1 (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing

agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

All applicable Directives found in Attachment J-2 List of Applicable DOE Directives (List B)

H.19. DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.20. DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014)

(a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately 11 contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

H.21. DOE-H-2068 INCURRENCE OF COSTS FOR CONFERENCE (OCT 2014) (APPLIES TO TIME-AND-MATERIALS TASK ORDERS ONLY)

(a) Definition. The term "conference" is defined as a meeting, convention, exposition, exhibition, retreat, seminar, symposium, workshop or other event that may, or may not, involve attendee travel, including training activities that are considered to be conferences under 5 CFR 410.404. An event is a conference if it meets the following criteria:

- (1) The conference involves topical matters of interest to, and the participation of, multiple governmental agencies and /or nongovernmental participants.
- (2) The conference involves registration, registration fees, a published substantive agenda, and scheduled speakers or discussion panels.
- (3) The conference takes place at a hotel or conference center.

(b) Exemptions. The following activities are not considered conferences even if the event meets the above definition of a conference:

- (1) Meetings necessary to carry out statutory oversight functions (e.g., investigations, inspections, audits).
- (2) Meetings between the Contractor and the Government regarding contract specific performance or business matters.
- (3) Bi-lateral and multi-lateral international cooperation engagements that do not exhibit the indicia of a formal conference as outlined above that are focused on diplomatic relations.
- (4) Formal classroom training held at Federal facilities which do not exhibit indicia of a formal conference as outlined above.
- (5) Classroom training available through Federal or commercial sources required as part of a certification program, continuous learning, or employee development required for the performance of an employee's position which does not exhibit indicia of a formal conference as outlined above.
- (6) Meetings such as advisory committee and Federal Advisory Committee meetings, solicitation/ funding opportunity announcement review board meetings, peer review/objective panel meetings, evaluation panel/board meetings, and kick-off and review meetings (including those for grants and contracts).

(c) No costs associated with conference activities, including Department of Energy (DOE) sponsored and non-DOE sponsored conferences, shall be allowable under this contract unless –

- (1) The conference is directly and programmatically related to the purpose of the contract, and any work authorization/order/task issued pursuant thereto;
- (2) The conference is reported and registered in the DOE Conference Management Database;

- (3) The conference has been approved by DOE if required (approval of foreign travel via the Foreign Travel Management System (FTMS) does not constitute approval of a conference); and
- (4) The cost is otherwise allowable in accordance with the allowable cost provisions of the contract.

(d) All anticipated conference activity (i.e., attendance and incurrence of costs) must be reported in the DOE Conference Management Database, located at <https://portalwc.doe.gov>. All planned conference attendance must be reported 45 days prior to the conference start date, regardless of the number of attendees. If the Contractor proposes that any of its employees attend a conference, or that it will incur any costs associated with a conference, the Contractor will notify the Contractor's point of contact (POC), if any, or the Contracting Officer, who will identify to the Contractor the appropriate DOE POC responsible for reporting conference activity. Within the Conference Management Database, a lock-out date will be set for each conference; and after the lock-out date has passed, no additional attendees can be approved nor additional costs under this contract be proposed or incurred.

(e) The Contractor shall not incur any costs for conferences, including deposits, non-refundable travel costs, and registration fees, until approval from DOE has been obtained. The Contractor may, however, incur costs necessary to develop estimates of the conference's cost in sufficient detail to allow preparation of documentation to request DOE's approval through the Conference Management Database.

(f) Once the Contractor has received notification that approval within the Conference Management Database has taken place, the Contractor will provide documentation of the approval or registration to the Contracting Officer. Upon receipt of such evidence, the Contracting Officer will approve the Contractor's incurrence of costs for the conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and must be consistent with the applicable portions of the Federal Travel Regulations and the Federal Acquisition Regulations.

(g) Review and approval of proposed conference activities will be based upon estimated costs and attendance in order to ensure that Federal funds are used for purposes that are appropriate, cost effective, and important to the core-missions of DOE. However, only the Contracting Officer has the authority to determine if costs incurred by the Contractor are allowable, allocable and reasonable.

(h) The Contractor shall establish sufficient management controls to ensure –

- (1) The costs to be billed to DOE are allowable, allocable, and reasonable;
- (2) Costs are minimized for all conferences sponsored by the Contractor, including costs associated with the venue and logistics of conducting the conference; and
- (3) Contractor employees attending the conference, whether sponsored by the Contractor or other organizations, are held to the minimum number consistent with meeting contract objectives, including cost.

(i) The Contractor shall ensure that its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

H.22. DOE-H-2070 ALT 1 KEY PERSONNEL (OCT 2014)

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

NAME: TBD on Task Order Basis

POSITION/TITLE: TBD on Task Order Basis

In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

(1) The term "reasonably in advance" is defined as 30 calendar days.

(d) Task order price reductions for changes to key personnel.

(1) Notwithstanding the approval by the Contracting Officer, any time the TBD on Task Order Basis is removed, replaced, or diverted within TBD on Task Order Basis of being placed in the position, the task order price may be permanently reduced by TBD on Task Order Basis for each and every such occurrence.

(2) Notwithstanding the approval by the Contracting Officer, any time a key person other than the TBD on Task Order Basis is removed, replaced, or diverted within TBD on Task Order Basis of being placed in the position, the task order price may be permanently reduced by TBD on Task Order Basis for each and every such occurrence.

(3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in task order price. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in task order price.

H.23. DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2 or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of

this contract at FAR 52.243-1, Changes – Fixed-Price, or FAR 52.243-3, Changes – Time-and-Materials or Labor-Hours.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.24. INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) SCHEDULE OF RATES

- (a) The purpose of this clause is to set forth the Not-to-Exceed fully-burdened labor rates to be utilized when estimating and pricing all IDIQ task orders.
- (b) IDIQ task orders may be issued for any section of the PWS in accordance with the terms of this contract.
- (c) The Contractor shall utilize the rates in Section J, Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications, in establishing the total amount for each task order. The Contractor may propose rates less than, but not exceeding, the rates in Attachment J-4, unless otherwise approved by the Contracting Officer.
- (d) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.
- (e) Clause 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts), provides requirements applicable to any revisions to the burdened labor rates contained within Attachment J-4.

H.25. DOE-H-1040 LOBBYING RESTRICTION

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

H.26. CONTRACTOR EMPLOYEE TRAINING

- (a) The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements of this contract. DOE may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR. Overtime costs associated with training will not be reimbursed by the Government.
- (b) The Contractor shall ensure that all employees who perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 calendar days of the first date of performance on this contract and as least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.27. ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a

security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a Federal credential or security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a Federal credential /security badge approval for access. The Contractor shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:

- (i) is, or is suspected of being, a terrorist;
 - (ii) is the subject of an outstanding warrant;
 - (iii) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (iv) has presented false or forged identity source documents;
 - (v) has been barred from Federal employment;
 - (vi) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (vii) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall ensure:
- (i) In initiating the process for gaining physical access: (1) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE; (2) that the employee properly completes any forms; and (3) that the employee(s) submits the forms to the person designated by the CO.
 - (ii) In completing the process for gaining physical access, that its employee (1) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (2) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a Federal credential / security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this clause for the substitute employee. The denial of a Federal credential /security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.28. TASK ORDERING PROCEDURE

- (a) A task order may be issued as needed for any work covered by Section C, Performance Work Statement. Task orders may be issued as FFP or T&M.

- (b) Only a duly appointed EMCBC Contracting Officer (CO) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the CO.
- (c) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.
- (d) Prior to issuing a task order, the CO will provide the Contractor with a request for task order proposal including, at a minimum, the following data:
 - (i) A task order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance requirements, as well as identifying the objectives or results desired from the contemplated task order;
 - (ii) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
 - (iii) Requirements for the Contractor's task order proposal (reference paragraph f, below, for details); and
 - (iv) A response time for submitting the task order proposal.
- (e) The Contractor shall submit all task order proposals within 10 business days after receipt of a request from the CO, unless otherwise requested. In order to meet urgent requirements, the Contractor may be required to respond to a shorter time period identified by the CO. If the Contractor is unable to submit the task order proposal within the required 10 business days, or the CO requests a submission period of less than 10 business days, the Contractor shall contact the CO within 2 business days of receipt of the task order request to reach an agreement on the due date for the task order proposal.
- (f) The Contractor's task order proposal shall include, at a minimum, the following:
 - (i) Discussion of the technical approach for performing the work;
 - (ii) A detailed schedule, including, but not limited to, key milestones identified in the Government PWS and/or the Contractor's technical approach;
 - (iii) Detailed cost/price information (reference paragraph g, below, for details);
 - (iv) Proposed deviations (if any) from the stated PWS requirements; and
 - (v) Any other information required to determine the reasonableness of the Contractor's proposal.
- (g) Procedure for establishing FFP or T&M ceiling value
 - (i) The cost/price proposal from the Contractor shall include the applicable fully-burdened labor rates identified in Section J, Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications, unless otherwise approved by the CO. In addition, the Contractor shall provide labor hours, material, equipment and other direct costs, and/or any other appropriate information to determine the reasonableness of the Contractor's proposal.
 - (ii) The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on historical data, competition, another appropriate industry standard).
 - (iii) Direct Labor:
 - A. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work.

- B. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Attachment J-4.

(iv) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):

- A. The Contractor shall include a detailed breakdown (e.g., size, quality, quantity, capacity, units, hours and rates) of all Other Direct Costs (ODCs) required to perform the task order work.
- B. The Contractor shall propose all travel in accordance with FAR 31.205-46 – Travel Costs, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

(v) Subcontracts:

- A. The Contractor shall utilize competition to the maximum extent practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).
- B. The Contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable.

(vi) For T&M Task Orders With Non-Labor Costs:

The Contractor is entitled to apply an indirect rate to all non-labor costs of [REDACTED]. The percentage specified is considered a ceiling rate. Contractor's actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

- (h) The CO will either approve the Contractor's task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on a task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:
 - (i) Date of the order.
 - (ii) Contract number and task order number.
 - (iii) PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (iv) Performance standards, and where appropriate, quality assurance standards.
 - (v) Maximum dollar amount authorized (FFP or T&M ceiling value).
 - (vi) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
 - (vii) Delivery/performance schedule including start and end dates.
 - (viii) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgment of receipt to the CO within 2 business days after receipt of the task order.

- (j) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefintized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.
- (k) The CO may modify task orders in the same manner in which they were issued.
- (l) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.
- (m) The Contractor shall deliver all task order specific deliverables as stated in task order.

H.29. LAWS, REGULATIONS, AND DOE DIRECTIVES

- a) The Contractor shall comply with the requirements of all applicable Federal, State, and local laws and regulations and all applicable DOE regulations and directives (<http://www.directives.doe.gov/>) in performing work under this contract. Specific laws, regulations, and/or DOE directives may be listed in the contract and any task order issued under this contract. However, omission of any applicable law, regulation, and/or DOE directive does not affect the obligation of the Contractor to comply with such law, regulation, and/or DOE directive pursuant to this clause.
- b) The Contractor shall notify the Contracting Officer of any changes to any applicable law, regulation, and/or DOE directive that it believes impacts technical and/or cost performance of any task order issued under this contract. The Contracting Officer will work directly with the Contractor in resolving all such impacts.

H.30. NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.31. RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

H.32. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the Sense of the Congress that, to the greatest extent practicable, all equipment and material purchased with funds made available under this award should be American-made.

H.33. CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.34. DIRECT LABOR RATES

For all task orders issued under the basic contract, the Contractor shall provide Direct Productive Labor Hours (DPLH) from the labor categories set forth at the fixed hourly labor rates indicated in Section J, Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications.

H.35. TASK ORDER CONTRACT TYPE

Under this basic contract, DOE may issue Firm-Fixed-Price (FFP) and Time-and-Materials (T&M) task orders. FFP task orders shall not exceed five years in duration and T&M task orders shall not exceed three years in duration. All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs, travel and other direct costs, and total task order price.

H.36. INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The representations, certifications, and other statements of the Contractor, Dated **7/17/2015**, made in response to Solicitation No. DE-SOL-0007301 are hereby incorporated into this contract by reference.

H.37. PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values.

The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.38. GREEN PURCHASING UNDER DOE SERVICE CONTRACTS

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the

natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap.index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

H.39. CONTRACT PARTICIPATION BY FOREIGN NATIONALS

(a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

(b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

H.40. CONTRACTOR PERSONNEL REQUIREMENTS

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges (to be issued by WVDP) as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous contract, the security file must be updated to reflect the Contractor's information.

All contractor personnel will be required to obtain a Federal credential through the security office. This credential must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel

shall return credentials to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

H.41. SAFETY IN THE WORK AREA

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

The Government shall provide necessary personal protective equipment (PPE)/clothing with the exception of safety shoes and prescription eye glasses. The contractor is required to provide their own safety/steel toe shoes and prescription safety glasses. Items including, but not limited to, hard hats, safety glasses (non-prescription), anti-contamination clothing, and respiratory protection will be provided as needed.

H.42. QUALITY ASSURANCE PROGRAM

In the conduct of the work performed under this contract, the Contractor agrees to comply with the WVDP quality assurance program, and work under the direction of and perform work in accordance with DOE-WVDP procedures. Any subcontracts in support of this work shall require subcontractors to comply with the DOE-WVDP quality assurance program.

H.43. TRAVEL

The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. site audits and assessments, meetings, training classes, technical meetings, and stakeholder interactions) performed on T&M task orders awarded off of this contract. All travel shall be approved by the Contracting Officer (CO) prior to any actual travel costs being incurred. Reimbursement shall be in accordance with FAR 31.205-46 – Travel Costs. Travel costs shall be reimbursed up to the not-to-exceed amounts for Other Direct Costs CLIN/SubCLIN listed in the pricing schedules in Section B of the applicable task order.

H.44. MATERIALS

The Contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders awarded off of this contract. The Contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs shall be reimbursed up to the not-to-exceed amounts for Other Direct Costs CLIN/SubCLIN listed in the pricing schedules in Section B of the applicable task order.

H.45. ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The Contractor shall comply with energy use policies for the DOE owned or leased facility. The Contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.46. IDIQ SCHEDULE OF RATES REOPENER CLAUSE

As of the date of IDIQ contract award, audit effort assisting the Contracting Officer in negotiating fully burdened labor rates is not yet completed. An audit will ensure proposed base labor rates and applied indirect rates are reasonable and realistic, as well as, ensuring individuals meet and/or exceed the minimum labor qualifications

established under Attachment J-4, IDIQ Schedule of Rates and Labor Category Qualifications. Therefore, as determined necessary by the Contracting Officer, the currently agreed to fully burdened labor rates are subject to reopening, pending resolution of an external audit being performed by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency hired by the Environmental Management's Consolidated Business Center (EMCBC) of the contractor's proposal in response to RFP #DE-SOL-0007301, originally dated July 7, 2015, and any later proposal revisions.

The parties agree that the negotiated fully burdened labor rates, as shown in Attachment J-4, are subject to adjustment based on the results of the subsequent audit, and that the resolution of audit findings is limited to base labor rates, proposed individuals meeting or exceeding stated minimum labor qualifications, and indirect rates. The Contracting Officer and contractor shall negotiate a bilateral modification within 60 days after receipt of the audit findings, to come to agreement on revisions to the fully burdened labor rates for those labor categories determined to need adjustment. Should agreement not be achieved on the adjustment(s) contemplated by this clause, the Contracting Officer reserves the right to make a final determination based on the audit and issue a unilateral modification. Failure of the parties to agree with the Contracting Officer's final decision shall be subject to the Disputes Clause of this contract. However, no changes, modification, or decisions resulting from this clause shall relieve the contractor from performing in accordance with the terms of the contract and its' resulting task orders.

The Contracting Officer may unilaterally modify the amount of any task order warranting adjustment due to a revision to the IDIQ Schedule of Rates (as adjusted pursuant to this clause). Adjustments to the current stated fully burdened labor rates found in Attachment J-4 will be applied to all open/active task orders. After adjustment to the fully burdened labor rates resulting from this clause, the contractor will adjust the next forthcoming invoice with a debit or credit that will retroactively apply the negotiated fully burdened labor rates to the beginning of each open/active task order, and all invoices occurring after date of modification will utilize the adjusted fully burdened labor rates.

Note: Adjustments resulting from this clause will not result in a change to the IDIQ ceiling contract value of \$15,000,000.00.

(End of Section)

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (NOV 2013)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	None
I.9	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)	None
I.10	FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007)	(b)(3) Obtain from DOE/IG Hotline - http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.11	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)	None
I.12	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.13	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	None
I.14	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	None
I.15	FAR 52.204-13	System for Award Management Maintenance (JUL 2013)	None
I.16	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)	None
I.17	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	None
I.18	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)	None
I.19	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.20	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)	None
I.21	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.22	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.23	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	None
I.24	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	None
I.25	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.26	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.27	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.28	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.29	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.30	FAR 52.216-7	Allowable Cost and Payment (JUN 2013)	(a)(3) 30 th
I.31	FAR 52.217-8	Option to Extend Services (NOV 1999)	Any time prior to the expiration of the contract
I.32	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)	None
I.33	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	None
I.34	FAR 52.219-14	Limitations on Subcontracting (NOV 2011)	None
I.35	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)	(g) The Contractor represents that it is a small business concern under NAICS Code 541620 assigned to contract number DE-EM0007301.
I.36	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.37	FAR 52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	None
I.38	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	None
I.39	FAR 52.222-26	Equal Opportunity (APR 2015)	None
I.40	FAR 52.222-35	Equal Opportunity for Veterans (JUL 2014)	None
I.41	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	None
I.42	FAR 52.222-37	Employment Reports on Veterans (JUL 2014)	None
I.43	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	None
I.44	FAR 52.222-41	Service Contract Labor Standards (MAY 2014)	None
I.45	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)	None
I.46	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	None
I.47	FAR 52.222-54	Employment Eligibility Verification (AUG 2013)	None
I.48	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)	None
I.49	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	None
I.50	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.51	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.52	FAR 52.223-10	Waste Reduction Program (MAY 2011)	None
I.53	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	None
I.54	FAR 52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (JUN 2014)	None
I.55	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	None
I.56	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	None
I.57	FAR 52.225-1	Buy American – Supplies (MAY 2014)	None
I.58	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.59	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.60	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.61	FAR 52.227-14	Rights in Data – General (MAY 2014)	None
I.62	FAR 52.228-5	Insurance—Work on a Government Installation (JAN 1997)	None
I.63	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments (FEB 2013)	None
I.64	FAR 52.232-1	Payments (APR 1984)	None
I.65	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)	(h)(2) 30th
I.66	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)	None
I.67	FAR 52.232-11	Extras (APR 1984)	None
I.68	FAR 52.232-16	Progress Payments (APR 2012); Alternate I (MAR 2000)	(l) 30th
I.69	FAR 52.232-17	Interest (MAY 2014)	None
I.70	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.71	FAR 52.232-23	Assignment of Claims (MAY 2014)	None
I.72	FAR 52.232-25	Prompt Payment (JUL 2013)	None
I.73	FAR 52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)	None
I.74	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None
I.75	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	None
I.76	FAR 52.233-1	Disputes (MAY 2014); Alternate I (DEC 1991)	None
I.77	FAR 52.233-3	Protest After Award (AUG 1996)	None
I.78	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.79	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.80	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.81	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.82	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2014)	None
I.83	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.84	FAR 52.242-13	Bankruptcy (JUL 1995)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.85	FAR 52.243-1	Changes – Fixed Price (AUG 1987); Alternate I (APR-1984)	None
I.86	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000)	None
I.87	FAR 52.244-2	Subcontracts (OCT 2010)	(d) None (j) any and all subcontractors evaluated prior to contract award and all subcontractors evaluated prior to the award of task orders issued against the contract.
I.88	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.89	FAR 52.244-6	Subcontracts for Commercial Items (OCT 2014)	None
I.90	FAR 52.245-1	Government Property (APR 2012)	None
I.91	FAR 52.245-9	Use and Charges (APR 2012)	None
I.92	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.93	FAR 52.248-1	Value Engineering (OCT 2010)	None
I.94	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)	None
I.95	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004); Alternate IV (SEP 1996)	None
I.96	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	None
I.97	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.98	FAR 52.251-1	Government Supply Sources (APR 2012)	None
I.99	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.100	DEAR 952.202-1	Definitions (FEB 2011)	None
I.101	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.102	DEAR 952.204-73	Facility Clearance (MAR 2011)	None
I.103	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.104	DEAR 952.204-77	Computer Security (AUG 2006)	None
I.105	DEAR 952.208-70	Printing (APR 1984)	None
I.106	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009)	(b)(1)(i) three
I.107	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution (JUL 2009)	None
I.108	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.109	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.110	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.111	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None
I.112	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None

I.113. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the end of the contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.114. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of the ceiling price of the basic contract identified in Section B.2 of the contract;
 - (2) Any order for a combination of items in excess of the ceiling price of the basic contract identified in Section B.2 of the basic contract; or
 - (3) A series of orders from the same ordering office within 1,825 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.115. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the

Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 24 months after the contract expiration date.

I.116. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (note that task order periods of performance will be determined on an individual task order basis; individual Time-and-Materials task orders shall not exceed 36 months including options).

I.117. FAR 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. DE-EM0007301/1087/15/502677- with the U.S. Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) North Wind Solutions, LLC., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - 1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0007301/1087/15/502677 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

- 2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - 3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Department of Energy.
 - 4) That it will notify the U.S. Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Department of Energy.

I.118. FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class*

**Monetary Wage—Fringe*
Benefits**

**to be determined and included on an individual task order basis*

I.119. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/far/index.html>

For DOE Acquisition Regulation (DEAR) clauses: <http://farsite.hill.af.mil/vfdoea.htm>

I.120. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

- (b) The use in this solicitation or contract of any DEAR (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.121. DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed at H.22. DOE-H-2070 ALT 1 KEY PERSONNEL, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
- (1) Notify the Contracting Officer reasonably in advance;
 - (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 - (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

(End of Section)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1. DOE-J-1001 List of Attachments

The following attachments constitute part of this contract:

Attachment Number	Attachment Title
J-1	Requirements Sources and Implementing Documents (List A)
J-2	List of Applicable DOE Directives (List B)
J-3	Government Furnished Services and Interface Requirements Matrix
J-4	IDIQ Schedule of Rates and Labor Category Qualifications
J-5	Notice of Nondisclosure
J-6	Register of Wage Determinations Under the Service Contract Act (a.k.a., Service Contract Labor Standards)

(End of Section)

**ATTACHMENT J-1: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS
 (LIST A)**

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), DOE may provide a list of laws and regulations (List A) applicable to work performed under this contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, Executive Orders and agreement documents applicable to work performed under this contract. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any such applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the contract.

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Consensus Standards
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”
American Public Health Association, American Water Works Association, Water Environment Federal, “Standard Methods for Water and Wastewater” (Most Current)
B.O.C.A., Uniform Building Code or Local Fire and Building Codes
U.S. EPA Manual, SW 846, “Test Methods for Evaluating Solid Waste” (Most Current Version) November 1986
U.S. EPA Manual, “Contract Laboratory Program Statement of Work for Organic and Inorganic Analyses” (Most Current Version)
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991

Document Number	Title
10 CFR 61	Low Level Waste Policy Act Amendments
10 CFR 76	AEA-Residual Site Hazards Management
10 CFR 110	Export and Import of Nuclear Equipment and Material
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter or Special Nuclear Material
10 CFR 719	Contractor Legal Management Requirements
10 CFR 810	Assistance to Foreign Atomic Energy Activities
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection, Amended 12/4/98, as described in DOE approved RPP
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 850.39	Recordkeeping and Use of Information (for Beryllium-related records)
10 CFR 851	Worker Safety and Health Program
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 860	Trespassing on Department of Energy Property
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 1008	Records Maintained on Individuals (PRIVACY ACT)
10 CFR 1016	Safeguarding of Restricted Data
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1021	DOE National Environmental Policy Act implementing Procedures

Document Number	Title
10 CFR 1022	Compliance with Floodplain/Wetlands Environmental Review Requirements
10 CFR 1044	Security Requirements for Protected Disclosure Under Section 3164 of the National Defense Authorization Act for Fiscal Year 2000
10 CFR 1045	Nuclear Classification and Declassification
10 CFR 1046	Physical Protection of Security Interests; Protective Force Personnel
10 CFR 1046.13	Physical Protection of Security Interests; Medical Certification
10 CFR 1046, Appendix A	Physical Protection of Security Interests; Medical and Physical Fitness Qualifications and Standards, paragraphs A, B1, B5, B6, B7, B8, B10, C, H, I, J.
15 CFR 280	Fastener Quality
15 CFR 730-774	Export Administration Regulations (EAR)
20 CFR 617.66	Transition Procedures for Amendments in Sections 13002 through 13009 of Public Law 99-272 [the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985]
20 CFR 639	Worker Readjustment and Retraining Notification
22 CFR 120-130	Foreign Relations, Department of State
23 CFR 650, Subpart C	National Bridge Inspection Standards
29 CFR 4	Labor Standards for Federal Service Contracts
29 CFR 30	Equal Employment Opportunity in Apprenticeship and Training
29 CFR 516	Records to be Kept by Employers
29 CFR 519	Employment of Full-Time Students at Subminimum Wages
29 CFR 520	Employment of Student-Learners
29 CFR 525	Employment of Workers with Disabilities Under Special Certificates
29 CFR 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
29 CFR 531	Wage payments Under the Fair Labor Standards Act of 1938
29 CFR 541	Fair Labor Standards Act
29 CFR 548	Authorization of Established Basic Rates for Computing Overtime Pay
29 CFR 825	Family Medical Leave Act of 1993
29 CFR 1602	Recordkeeping and Reporting Requirements under Title VII and the ADA

Document Number	Title
29 CFR 1608	Affirmative Action Appropriation Under Title VII of the Civil Rights Act of 1964, as amended
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or kept Relating to Age: Notices to be Posted: Administrative Exemptions
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 2520	Reporting and Disclosure Under Employee Retirement Income Security Act of 1974
29 CFR 4041A	Termination of Multiemployer Plans
32 CFR 2001	Classified National Security Information
33 CFR 323	Army Corps of Engineers Permit Regulations for Dredged Materials
33 CFR 325	Processing of Department of Army Permits
33 CFR 330	Authorization by Nationwide Permit
33 CFR 330 Appendix A	Nationwide Permits and Conditions
34 CFR 395	Vending Facility Program for the Blind on Federal and Other Property
36 CFR Chapter 12, Sub Chapter B	Records Management
36 CFR 60	National Register of Historic Places
36 CFR 800	Protection of Historic and Cultural Properties
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 100-149	Safe Drinking Water Act
40 CFR 110	Discharge of Oil
40 CFR 112	Oil Pollution Prevention
40 CFR 116	Designation of Hazardous Substances
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 171	Standards for Certification of Commercial Applicators
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
40 CFR 257	Guidelines for Classification of Solid Waste Disposal Facilities and

Document Number	Title
	Practices
40 CFR 260-282	Resource Conservation and Recovery Act (RCRA)
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA—National Contingency Plan)
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 350-372	SARA Title III
40 CFR 355	Emergency Planning and Community Right to Know Act (EPCRA)
40 CFR 374	Prior Notice of Citizen Suits
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, except for: ‘761.1; .3; .65(d)-(h); .70; .75; .80; .120; .123; .185; .187; .193
40 CFR 1500-1508	Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act
41 CFR 60-1	Obligations of Contractors and Sub Contractors
41 CFR 60-2	Affirmative Action Programs
41 CFR 60-3	Uniform Guidelines on Employee Selection Procedures
41 CFR 60-4	Construction Contractors – Affirmative Action Requirements
41 CFR 60-20	Sex Discrimination Guidelines
41 CFR 60-30	Rules of Practice for Administrative Proceedings to Enforce Equal Opportunity Under Executive Order 11246
41 CFR 60-50	Guidelines on Discrimination Because of Religion or National Origin
41 CFR 60-250	Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era
41 CFR 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
41 CFR 101	Public Contracts and Property Management
41 CFR 101-20.103	Physical Protection and Building Security
41 CFR 102	Federal management Regulation
41 CFR 109	Department of Energy Property Management Regulations
43 CFR 7	Protection of Archeological Resources
43 CFR 10	Cultural Resource Management
48 CFR 22.1	Basic Labor Policies
48 CFR 31	Contract Cost Principles and Procedures
48 CFR 45	Government Property

Document Number	Title
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Material Table, Specials Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 173	Shippers-General Requirements for Shipments and Packaging's
49 CFR 174	Carriage by Rail
49 CFR 177	Carriage by Public Highway
49 CFR 178	Specifications for Packaging's
49 CFR 211	Chapter II Federal Railroad Administration, Department of Transportation; part 350-399 Federal Motor Carrier Safety Regulations
49 CFR 213	Track Safety Standards
49 CFR 237	Bridge Safety Standards
49 CFR 350-399	Chapter III Federal Highway Administration, Department of Transportation; part 350-399 Federal Motor Carrier Safety Regulations
50 CFR 17	Natural Resource Management
50 CFR 402	Interagency Cooperation Endangered Species Act of 1973, as amended
5 USC 552 et seq.	Freedom of Information Act (FOIA)
5 USC Appendix 2	Freedom Advisory Committee Act (FACA)
15 USC 2601	Toxic Substances Control Act (TSCA)
16 USC 469	Archeological and Historic Preservation Act (AHPA)
16 USC 470 et seq.	National Historic Preservation Act (NHPA)
16 USC 470aa-470mm	Archaeological Resources Protection Act (ARPA) of 1979
16 USC 661	Fish and Wildlife Coordination Act
16 USC 703	Migratory Bird Treaty Act
16 USC 1531	Endangered Species Act (ESA)
16 USC 2901	Fish and Wildlife Conservation Act
18 USC 930	Possession of firearms and dangerous weapons in Federal facilities
18 USC 1170 and 25 USC 3001	Native American Graves Protection and Repatriation Act (NAGPRA) of 1990

Document Number	Title
18 USC 2071	Concealment, removal, or mutilation generally
18 USC 3571	Sentence of Fine
20 USC 107	Operation of vending facilities (aka: Randolph-Sheppard Vending Stand Act, as amended)
29 USC 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959
33 USC 1251	Clean Water Act (CWA)
40 USC 20	Federal Motor Vehicle Expenditure Control
40 USC 483	Federal Property Administrative Services Act
41 USC 422	Cost Accounting Standard Board
42 USC 300f	Safe Drinking Water Act (SDWA)
42 USC 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 USC 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information
42 USC 2278(a)	Trespass on Commission Installations
42 USC 2286	Defense Nuclear Facilities Safety Board
42 USC 2297h-8	Employee Protections
42 USC 4321	National Environmental Policy Act (NEPA)
42 USC 6901	Resource Conservation & Recover Act (RCRA)
42 USC 7401	Clean Air Act (CAA)
42 USC 7256	National Defense Authorization Act
42 USC 7512	Classification and Attainment Dates
42 USC 7256	Contracts, leases, etc., with public agencies and private organizations and persons
42 USC 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 USC 9605	CERCLA Amendment
42 USC 9620	CERCLA Federal Facility Agreement (FFA)
42 USC 11001-11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 USC 11411	Title V, of the Steward B. McKinney Homeless Assistance Act, as amended
42 USC 13101-13109	Pollution Prevention Act (PPA)
42 USC 2011-2259 et seq.	The Atomic Energy Act (AEA) of 1954, As Amended
44 USC Chapter 21	National Archives and Records Administration

Document Number	Title
44 USC Chapter 29	Records Management by the Archivist of the United States and by the Administrator of General Studies
44 USC Chapter 31	Records Management by Federal Agencies
44 USC Chapter 33	Disposal of Records
44 USC Chapter 35	Coordination of Federal Information Policy
44 USC Chapter 36	Management and Promotion of Electronic Government Services
AASHTO MCEB-2	Manual for Condition Evaluation of Bridges, 2 nd Edition with 2011, 2013, and 2014 Interim Revisions
	Manual for Railway Engineering, American Railway Engineering and Maintenance-of-Way Association
Executive Order 12829, (As Amended by E.O. 12885)	National Industrial Security Program
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Executive Order 13526	Classified National Security Information
Executive Order 13556	Controlled Unclassified Information
Homeland Security Presidential Directive (HSPD)-12	Policy for a Common Identification Standard for Federal Employees and Contractors
ISOO Notice 2011-02	Further Guidance and Clarification on Coming Atomic Energy Information and Classified National Security Information (Implements Executive Order 13526)
M-11-11	Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Executive Departments and Agencies (Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
M-12-18	Managing Government Records Directives, Dated August 24, 2012

Document Number	Title
National Security Decision Directive (NSDD) 298	National Operations Security Program
Public Law 97-255	Federal Managers Financial Integrity Act of 1982
Public Law 99-255	Consolidated Omnibus Reconciliation Act of 1985
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
Public Law 102-484	National Defense Authorization Act of 1993
Public Law 102-486	Energy Policy Act of 1992
Public Law 106-65, Section 3149	Supplement to Plan for Declassification of Restricted Data and Formerly Restricted Data
Public Law 106-398, Section 3193	Frequency of Reports of Inadvertent Releases of Restricted Data and Formerly Restricted Data
Public Law 107-347	The E-Government Act of 2002
TSCA-UE-FFCA, Feb 1992	Uranium Enrichment Toxic Substances Control Act Federal Facilities Compliance Agreement
DOE/OR/07-1707	Federal Facility Agreement

ATTACHMENT J-2: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

DOE Directives	Subject
EM-QA-001	Environmental Management Quality Assurance Program
Classification Bulletin GEN-16 Revision	“No Comment” Policy on Classified Information in the Public Domain
DOE EM	Office of Environmental Management Operations Activity Protocol, Revision 0, 2/28/2012
DOE O 130.1	Budget Formulation Process
DOE P 140.1	Natural Resource Damage Assessment Corporation and Integration
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visits and Assignment Program
DOE O 150.1A	Continuity Program
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE P 205.1	Department of Energy Cyber Security Policy
DOE O 205.1B	Department of Energy Cyber Security Program
DOE M 205.1-3	Telecommunications Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOEO 231.1B	Environment, Safety, and Health Reporting
DOE O 232.2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B	Records Management Program

DOE Directives	Subject
DOE O 243.2	Vital Records
DOE O 252.1A	Technical Standards Program
DOE O 311.1B	Equal Employment Opportunity and Diversity Program,
DOE O 341.1A	Federal Employee Health Services
DOE O 350.1	Contractor Human Resource Management Programs (Chapters 1, 2, 8 & 9)
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2	Management of Nuclear Materials
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE G 413.3-7A	Risk Management Guide
DOE O 414.1D	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B	Real Property and Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 452.4B	Security and Use Control of Nuclear Explosives and Nuclear Weapons
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 457.1A	Nuclear Counterterrorism
DOE O 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National

DOE Directives	Subject
	Security Interest
DOE P 470.1A	Safeguards and Security Program,
DOE O 470.3B	Graded Security protection (GSP)
DOE O 470.4B	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
DOE O 471.3	Identifying and Protecting Official Use only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use only Information
DOE O 471.5	Special Access Programs
DOE O 471.6	Information Security
DOE O 472.2	Personnel Security
DOE N 472.3	Implementation of Presidential Policy Directive 19, Protecting Whistleblowers with Access to Classified Information
DOE O 473.3	Protection Program Operations
DOE O 474.2	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2A	Identifying Classified Information
DOE O 481.1C	Work for Others (Non-Department of Energy Funded Work)
DOE O 483.1	DOE Cooperative Research and Development Agreements
DOE O 484.1	Reimbursable Work for the Department of Homeland security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 523.1	Financial Management Oversight
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 552.1A	Travel Policy and Procedures
DOE O 580.1A	Department of Energy Personal Property Management Program
DOE O 3731.1	Suitability, Position Sensitivity Designations, and Related Personnel Matters
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence
DOE-STD-1073-2003	Configuration Management
DOE-STD-1090-2011	Hoisting And Rigging

DOE Directives	Subject
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)

Attachment J-3

Government Furnished Services and Interface Requirements Matrix

This document was marked Official Use Only and was therefore redacted from this posting.

Attachment J-4 Labor Category Qualifications

Whether or not specifically stated, all job categories shall exhibit the following qualities:

- Proficiency in MS Office (Word, Excel, PowerPoint and Outlook)
- Effective oral and written communication skills.
- Ability to work independently or in a team environment.
- Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.

JOB CLASSIFICATIONS/SKILL LEVELS

Category	Qualifications Yrs/Education	Description & Qualifications
Administrative Assistant I	Required: <ul style="list-style-type: none"> • Associates degree • One (1) year to five (5) years of commensurate experience in related duties and responsibilities. 	<ul style="list-style-type: none"> • Ability to create, compose and edit written materials • Ability to communicate effectively, both orally and in writing • Database management skills • Ability to gather data, compile information and prepare reports • Word processing and/or data entry skills • Coordinates and performs a range of staff and/or operational support activities for the unit • Provides administrative/secretarial support for the department/division such as answering telephones, assisting visitors, and resolving and/or referring to a range of administrative problems and inquiries • Operates personal computer to compose and edit correspondence and/or memos from dictation, verbal direction or from knowledge of established department/division policies; may prepare, transcribe, compose, type, edit, and distribute agendas and/or minutes of meetings • Other duties may be assigned.
Administrative Assistant II	Required: <ul style="list-style-type: none"> • Associates degree • Six (6) to nine (9) years of commensurate experience in related duties and responsibilities. 	<ul style="list-style-type: none"> • Ability to create, compose and edit written materials. • Ability to communicate effectively, both orally and in writing. • Database management skills. • Ability to gather data, compile information and prepare reports. • Ability to gather and analyze statistical data and generate reports. • Ability to make administrative/procedural decisions and judgments. • Ability to maintain confidential records and information. • Word Processing and/or data entry skills. • Ability to understand and follow specific instructions and procedures. • Organizing and coordinating skills. • Ability to maintain calendars and schedules appointments. • Knowledge of supplies, equipment, and/or services ordering and inventory control. • Skill in the use of operating basic office equipment.

Category	Qualifications Yrs/Education	Description & Qualifications
Administrative Assistant III	<p>Required:</p> <ul style="list-style-type: none"> • Associates degree • At least 10 years of commensurate experience in related duties and responsibilities. 	<ul style="list-style-type: none"> • Receptionist skills. • Ability to perform simple accounting procedures. • Ability to create, compose and edit written materials. • Ability to communicate effectively, both orally and in writing. • Database management skills. • Ability to gather data, compile information and prepare reports. • Ability to gather and analyze statistical data and generate reports. • Ability to make administrative/procedural decisions and judgments. • Ability to maintain confidential records and information. • Word Processing and/or data entry skills. • Ability to understand and follow specific instructions and procedures. • Organizing and coordinating skills. • Ability to maintain calendars and schedules appointments. • Knowledge of supplies, equipment, and/or services ordering and inventory control. • Skill in the use of operating basic office equipment. • Receptionist skills. • Ability to perform simple accounting procedures. • Coordinates and performs a range of staff and/or operational support activities for the unit; serves as a liaison with other departments and operating units in the resolution of day-to-day administrative and operational problems. • Provides administrative/secretarial support for the department/division such as answering telephones, assisting visitors, and resolving and/or referring a range of administrative problems and inquires. • Operates personal computer to compose and edit correspondence and /or memos from dictation, verbal direction or from knowledge of established department/division policies; may prepare, transcribe, compose, type, edit, and distribute agendas and/or minutes of meetings. • Schedules and coordinates meetings, events, interviews, appointments, and/or other similar activities for supervisors, which may include coordinating travel arrangements. • Sorts, screens, reviews, distributes incoming and outgoing mail; composes, prepares, or ensures timely responses to a variety of written inquires. • Leads and guides the work of lower level staff, and supervises student employees as appropriate; may participate in hiring decisions and performance appraisal.

<p>Cyber Security Specialist</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Computer Information Technology, Management Information Systems, Computer Science, or other information technology related field, to include course work in database management systems. • At least five (5) years of experience implementing cyber security programs based on FISMA, NIST, ISO or other information management framework • Strong interpersonal skills, with ability to set objectives, conduct meetings, and clearly communicate. • Proven ability to effectively multi-task and successfully work as a part of a team. • Competency in the following technologies and skill sets: Design, schema, implementation, testing, and validation; and Systems Security. 	<ul style="list-style-type: none"> • Relative to the DMS, provides the base cyber security program that meets the requirements of DOE ORDER 205.1B, Cyber Security and sets general policy • Relative to the DMS, develops a Cyber Security Site Security Plan (SSP) for the implementation of DOE Order 205.1B and ensures operation in accordance with the provided SSP. • Relative to the DMS, develops implementing procedures and instructions for the following families as prescribed in NIST 800-53r3 and as modified by policy stipulated in the provided SSP: <ul style="list-style-type: none"> • AC - Access Control • AT- Awareness and Training • AU- Audit and Accountability • CA- Security Assessment and Authorization • CM - Configuration Management • CP - Contingency Planning • IA- Identification and Authentication • IR - Incident Response • MA- Maintenance • MP - Media Protection • PE- Physical and Environmental Protection • PL – Planning • PM - Program Management • PS - Personnel Security • RA - Risk Assessment • SA - System and Services Acquisition • SC- System and Communication Protection • SI - System and Information Integrity • Relative to the DMS, responsible for all aspects of maintaining the Cyber Security Program requirements for the DMS. • Relative to the DMS, responsible for compliance with the DOE Order, continuous monitoring, and responding to emerging cyber security threats as well as providing data and information related to the system to support DOE in Federal Information Security Management Act (FISMA) compliance. • Relative to the DMS, coordinates with the primary Site Contractor for related Cyber Security Requirements that are “inherited” from the Site Contractor. • Relative to the DMS, communicates technical information to both technical and non-technical personnel. Understands when to communicate project issues and progress. • Other duties as assigned.
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<p>DMS Database Specialist/ Administrator</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Computer Information Technology, Management Information Systems, Computer Science, or other information technology related field, to include course work in database management systems. • At least five (5) years of experience using database and software development tools and maintaining enterprise-class software system, and at least three (3) years of experience designing, developing, implementing, maintaining and controlling database management systems. These years of experience requirements could have been achieved either simultaneously or sequentially. • Strong interpersonal skills, with ability to set objectives, conduct meetings, and clearly communicate. • Proven ability to effectively multi-task and successfully work as a part of a team. • Competency in the following technologies and skill sets: Database Management and Administration-MS SQL Server 2008 and above, Earthsoft EQuIS, Electronic Data Deliverable (EDD) management, Databases (SQL, Oracle, Access), MS SQL Server, Environmental Sampling and Data Management Programs (to include QA/QC programs, Data validation, Data Quality Objectives, 	<ul style="list-style-type: none"> • Relative to the DMS, maintains and upgrades the database server and application tools • Relative to the DMS, allocates system storage and planning future storage requirements for the database system • Relative to the DMS, manages primary database storage structures (tablespaces) • Relative to the DMS, creates primary objects (tables, views, indexes) • Relative to the DMS, enrolls users and maintains system security, controls and monitors user access to the database • Relative to the DMS, monitors and optimizes the performance of the database(s) • Relative to the DMS, ensures compliance with database contractor license agreement • Relative to the DMS, plans for backup and recovery of database information • Relative to the DMS, provides technical assistance and guidance to other DOE-WVDP contractors that may be responsible for the migration of legacy data to the DMS, as required. • Relative to the DMS, responsible for applications and data reporting, Electronic Data Deliverables, GIS Functions, (such as web applications and development; website configuration and maintenance; and data reporting through web), ad-hoc reports and direct user access through database connections. • Relative to the DMS, troubleshoots DMS software and hardware failures and identifies network problems. • Communicate technical information to both technical and non-technical personnel. Know when to communicate project issues and progress. • Assist in the preparation of reports, graphs, and presentations using spreadsheet, graphic software, and/or database applications. • Perform DMS software moves, adds and changes as assigned. • Develop DMS end-user documentation. • DMS issue logging, tracking, analysis, reporting and management. Maintain records on DMS repairs, down time, changes and update • Train users in the use of DMS technology and systems. • Other duties as assigned.
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	<p>and Environmental and radiological data).</p>	
<p>Environmental Characterization Field Technician</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Environmental Science, Physical Science, Mathematics, Engineering, or any related field. • At least five (5) years of experience in hazardous waste management, including handling, packaging, characterization, record keeping, and inspection. • Must have proven meticulous attention to detail, strong communication skills, good organizational skills and ability to self-direct and prioritize in a dynamic, fast-paced environment. • Must have ability to work independently, as well as within teams, using judgment and discretion in making decisions which may directly impact facility compliance. • Knowledge of safe work practices and procedures. • Basic knowledge of Microsoft products including Word, Excel, Access and Outlook. Successful candidate will have experience entering data in Excel or Access. • Must have current 40-hour hazardous waste operations (HAZWOPER) level training and qualification. <p>Preferred:</p> <ul style="list-style-type: none"> • At least three (3) years of experience at a federal installation. 	<ul style="list-style-type: none"> • Daily tasks may include handling, processing, packaging and storing samples in various-sized containers. • Be familiar with EPA Resource Conservation and Recovery Act(RCRA) Title 40 of the Code of Federal Regulations, Parts 260 to 265 and 266 to 299 and DOT Hazardous Material Regulation (HMR) Title 49 of the Code of Federal Regulations, Parts 100 to 185. • Maintain written and electronic records of daily performance and sample data. • Safely and successfully operate sampling equipment and machinery. • This position will require lifting and moving of heavy objects (up to 50 pounds). • Ability to implement work plans • Activities will include field data collection and sample analyses, civil survey support, non-intrusive geophysical data collection, buried infrastructure identification and mapping, data management, data validation, data reduction, interpretation, and presentation, statistics, geographic information system products, field summary reports, data summary reports, and technical oversight of field investigation activities. • Onsite activities will include subsurface field services (e.g., well drilling, soil borings, cone penetrometer testing, geotechnical data collection, clearing and grubbing of brush/tree removal and related services) as well as surface soil, groundwater, surface water, and stream sediment characterization. • Non-intrusive and field screening capabilities may be required (e.g., gamma walkover surveys, down-hole gamma surveys, non-intrusive geophysical surveys, etc.). • Routine site-wide monitoring activities may be required, including but not limited to air, surface water, groundwater, sediment, soil, direct exposure, and biota monitoring. • Investigation-derived waste (IDW) management and disposition. • Ability to deploy and support in-field laboratory capabilities (radiological and chemical) as required and appropriate. • Be familiar with the Triad approach to environmental characterization and capable of implementing Triad-based data collection efforts. • Be knowledgeable of the Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) guidance and experienced with implementing final status surveys for demonstrating site closure..

<p>Environmental Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s Degree in Mathematics, Engineering, Physical Science, or related technical degree. • At least five (5) years demonstrable experience with environmental laws, rules and regulations to include both federal and New York State. • Must have current 40-hour hazardous waste operations level training; if not must be able to obtain HAZWoper certification requirements as a condition of employment. • Specialty Qualifications: Training and professional skill development will be provided for the various aspects of the position, as appropriate based on the individual’s experience. Title 22 training, RCRA training, OSHA training, any Environmental Wastes training are helpful but not required, however the candidate must agree to work towards certifications listed and others as required. • Knowledgeable of hazardous waste business practices related to storage of hazardous wastes. Knowledge and experience dealing with compatibility issues related to storage of hazardous wastes. General knowledge of hazardous materials storage requirements. <p>Preferred:</p> <ul style="list-style-type: none"> • Experience in functions such as 	<ul style="list-style-type: none"> • Must have excellent interpersonal skills, as they usually work as part of a team with other specialists. • Strong oral and written communication skills also are important, because writing technical reports, as well as communicating surveillance results to others, are important aspects of the work. Must be inquisitive, be able to think logically, and have an open mind. Maybe involved in fieldwork so must have physical stamina. • Displays a professional customer service attitude at all times. • In consultation with DOE, plans and coordinates activities. Prepares reports and recommends corrective actions. • Understanding the issues involved in protecting the environment—degradation, conservation, recycling, and replenishment preserve water supplies to comply with Federal environmental regulations. Spending time performing research or learning about environmental laws and regulations. Performs all assigned tasks in a safe manner. • The environmental specialist will have the flexibility to be “on-call” after duty hours as required. Required to follow all company personnel and safety policies, and perform all assigned duties in a safe work manner. May be required to work other than normal duty hours, which may include evenings, weekends, and/or holidays. Other duties may be assigned. • Provides advice (written and oral), during implementation of field work, on regulatory strategies in • Ensuring there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water). • Conducts technical peer reviews of document format and content prior to presentation to regulatory agencies. • Provides oversight in the areas of environmental compliance and permitting, RCRA, NESHAPs, SPDES, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. • Provides support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms. • Provides the WVDP with expertise and specialized technical assistance in reviewing environmental laws and regulations and DOE Directives and Standards to determine applicability and appropriate implementation strategies.
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	<p>surveillances, audits, and assessments of operating facilities. Experience performing functions such as conservation, environmental compliance, pollution prevention, waste management.</p> <ul style="list-style-type: none"> • Experience with computer modeling, data analysis and integration, digital mapping, remote sensing. 	<ul style="list-style-type: none"> • Provides support for daily oversight of environmental compliance and permitting programs (including but not limited to Resource Conservation and Recovery Act (RCRA), air, water, waste, monitoring and reporting). Coordinates and interfaces on RCRA, NESHAPs, SPDES, and environmental issues with the WVDP Regulatory Strategy and Environmental Compliance Team Leader. • Provides support in the review of compliance plans, permit applications, and regulatory documentation. • Collaborates with other entities in the resolution of key technical comments and/or regulatory issues pertaining to compliance plans and reports, applications and regulatory documentation. • Provides support associated with the implementation of compliance orders and agreements. • Provides support in the performance of surveillances and other forms of in-field oversight of and interfacing with WVDP site contractors with respect to operations and activities relative to environmental programs implemented at the Project. • Provides consultation regarding the development of regulatory strategies, including analyses pertinent to NEPA, CERCLA, RCRA, and/or other federal, state and local environmental compliance requirements. • Provides independent technical facilitation for decision making as well as informational meetings associated with the following collaborative processes: SEIS and Decommissioning Plan Technical Comment Core Team-like process; and other technical sub-teams that may be developed for regulatory purposes or in response to regulatory requests. • Assists the DOE in Integration of Phase 1 Studies data and other data collected during Phase 1 project implementation into the SEIS. Integration of PPA into the SEIS Development of a process for regulatory involvement and public communication relative to the Phase 2 decision. • Assists in the preparation of draft responses to NRC Requests for Additional Information (RAI) on the DP and assists in ensuring the preparation a final DP that incorporates the responses to NRC RAI. • Assists DOE in work related to the development and execution of Phase 1 Studies, the Probabilistic Performance Assessment (PPA), the Supplemental Environmental Impact Statement (SEIS) for the decommissioning and/or long term stewardship of the West Valley Demonstration Project (WVDP), and the Phase 2 Decommissioning Plan (Phase 2 DP) for the West Valley Demonstration Project. • Provides services related to: Technical Facilitation and Regulatory Strategic Planning as defined in the PWS.
<p>Environmental Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Mathematics, 	<ul style="list-style-type: none"> • Must have excellent interpersonal skills, as they usually work as part of a team with other specialists.

	<p>Engineering, Physical Science, or related technical degree.</p> <ul style="list-style-type: none"> • At least ten (10) years demonstrable experience with environmental laws, rules and regulations to include both federal and New York State. • Must have current 40-hour hazardous waste operations level training; if not must be able to obtain HAZWOPER certification requirements as a condition of employment. • Specialty Qualifications: Training and professional skill development will be provided for the various aspects of the position, as appropriate based on the individual's experience. Title 22 training, RCRA training, OSHA training, any Environmental Wastes training not required, but candidate must agree to work towards certifications listed and others as required. • Knowledgeable of hazardous waste business practices related to storage of hazardous wastes. Knowledge and experience dealing with compatibility issues related to storage of hazardous wastes. General knowledge of hazardous materials storage requirements. <p>Preferred:</p> <ul style="list-style-type: none"> • Master's degree in Mathematics, Engineering, Physical Science, or related technical degree. • Experience in functions such as 	<ul style="list-style-type: none"> • Strong oral and written communication skills also are important, because writing technical reports, as well as communicating surveillance results to others, are important aspects of the work. Must be inquisitive, be able to think logically, and have an open mind. Maybe involved in fieldwork so must have physical stamina. • Displays a professional customer service attitude at all times. • Plans and coordinates activities. Prepares reports and recommends corrective actions. • Understanding the issues involved in protecting the environment—degradation, conservation, recycling, and replenishment preserve water supplies to comply with Federal environmental regulations. Spending time performing research or learning about environmental laws and regulations. Performs all assigned tasks in a safe manner. • The environmental specialist will have the flexibility to be “on-call” after duty hours as required. Required to follow all company personnel and safety policies, and perform all assigned duties in a safe work manner. May be required to work other than normal duty hours, which may include evenings, weekends, and/or holidays. Other duties may be assigned. • Provides advice (written and oral), during implementation of field work, on regulatory strategies in • Ensuring there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water). • Conducts technical peer reviews of document format and content prior to presentation to regulatory agencies. • Provides oversight in the areas of environmental compliance and permitting, RCRA, NESHAPs, SPDES, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. • Provides support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms. • Provides the WVDP with expertise and specialized technical assistance in reviewing environmental laws and regulations and DOE Directives and Standards to determine applicability and appropriate implementation strategies. • Provides support for daily oversight of environmental compliance and permitting programs (including but not limited to Resource Conservation and Recovery Act (RCRA), air, water, waste, monitoring and reporting). Coordinates and interfaces on RCRA, NESHAPs, SPDES, and environmental issues with the WVDP Regulatory Strategy and Environmental Compliance Team Leader. • Provides support in the review of compliance plans, permit applications, and regulatory
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	<p>surveillances, audits, and assessments of operating facilities such as West Valley. Experience performing functions such as conservation, environmental compliance, pollution prevention, waste management.</p> <ul style="list-style-type: none"> • Experience with computer modeling, data analysis and integration, digital mapping, remote sensing 	<p>documentation.</p> <ul style="list-style-type: none"> • Collaborates with other entities in the resolution of key technical comments and/or regulatory issues pertaining to compliance plans and reports, applications and regulatory documentation. • Provides support associated with the implementation of compliance orders and agreements. • Provides support in the performance of surveillances and other forms of in-field oversight of and interfacing with WVDP site contractors with respect to operations and activities relative to environmental programs implemented at the Project. • Provides consultation regarding the development of regulatory strategies, including analyses pertinent to NEPA, CERCLA, RCRA, and/or other federal, state and local environmental compliance requirements. • Provides independent technical facilitation for decision making as well as informational meetings associated with the following collaborative processes: SEIS and Decommissioning Plan Technical Comment Core Team-like process; and other technical sub-teams that may be developed for regulatory purposes or in response to regulatory requests. • Assists the DOE in Integration of Phase 1 Studies data and other data collected during Phase 1 project implementation into the SEIS. Integration of PPA into the SEIS Development of a process for regulatory involvement and public communication relative to the Phase 2 decision. • Assists in the preparation of draft responses to NRC Requests for Additional Information (RAI) on the DP and assists in ensuring the preparation a final DP that incorporates the responses to NRC RAI. • Assists DOE in work related to the development and execution of Phase 1 Studies, the Probabilistic Performance Assessment (PPA), the Supplemental Environmental Impact Statement (SEIS) for the decommissioning and/or long term stewardship of the West Valley Demonstration Project (WVDP), and the Phase 2 Decommissioning Plan (Phase 2 DP) for the West Valley Demonstration Project. • Provides services related to: Technical Facilitation and Regulatory Strategic Planning as defined in the PWS.
<p>Environmental Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Master Degree in Mathematics, Engineering, Physical Science or related technical degree. • At least fifteen (15) years demonstrable compliance experience with Federal and New York State environmental laws, rules and regulations. 	<ul style="list-style-type: none"> • Must have excellent interpersonal skills, as they usually work as part of a team with other specialists. • Strong oral and written communication skills also are important, because writing technical reports, as well as communicating surveillance results to others, are important aspects of the work. Must be inquisitive, be able to think logically, and have an open mind. Maybe involved in fieldwork so must have physical stamina. • Displays a professional customer service attitude at all times. • Plans and coordinates activities. Prepares reports and recommends corrective actions.

	<ul style="list-style-type: none"> • Must have current 40-hour hazardous waste operations level training; if not must be able to obtain HAZWOPER certification requirements as a condition of employment. • Specialty Qualifications: Training and professional skill development will be provided for the various aspects of the position, as appropriate based on the individual's experience. Title 22 training, RCRA training, OSHA training, any Environmental Wastes training not required, but candidate must agree to work towards certifications listed and others as required. • Knowledgeable of hazardous waste business practices related to storage of hazardous wastes. Knowledge and experience dealing with compatibility issues related to storage of hazardous wastes. General knowledge of hazardous materials storage requirements. <p>Preferred:</p> <ul style="list-style-type: none"> • Doctor of Philosophy (PhD) degree in Mathematics, Engineering or Physical Science. • Prior experience at the West Valley Demonstration Project, knowledge of DOE Orders and policies, experience in functions such as 	<ul style="list-style-type: none"> • Understanding the issues involved in protecting the environment—degradation, conservation, recycling, and replenishment preserve water supplies to comply with Federal environmental regulations. Spending time performing research or learning about environmental laws and regulations. Performs all assigned tasks in a safe manner. • The environmental specialist will have the flexibility to be “on-call” after duty hours as required. Required to follow all company personnel and safety policies, and perform all assigned duties in a safe work manner. May be required to work other than normal duty hours, which may include evenings, weekends, and/or holidays. Other duties may be assigned. • Provides advice (written and oral), during implementation of field work, on regulatory strategies in • Ensuring there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water). • Conducts technical peer reviews of document format and content prior to presentation to regulatory agencies. • Provides oversight in the areas of environmental compliance and permitting, RCRA, NESHAPs, SPDES, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. • Provides support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms. • Provides the WVDP with expertise and specialized technical assistance in reviewing environmental laws and regulations and DOE Directives and Standards to determine applicability and appropriate implementation strategies. • Provides support for daily oversight of environmental compliance and permitting programs (including but not limited to Resource Conservation and Recovery Act (RCRA), air, water, waste, monitoring and reporting). Coordinates and interfaces on RCRA, NESHAPs, SPDES, and environmental issues with the WVDP Regulatory Strategy and Environmental Compliance Team Leader. • Provides support in the review of compliance plans, permit applications, and regulatory documentation. • Collaborates with other entities in the resolution of key technical comments and/or regulatory issues pertaining to compliance plans and reports, applications and regulatory documentation. • Provides support associated with the implementation of compliance orders and agreements. • Provides support in the performance of surveillances and other forms of in-field oversight of and
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	<p>surveillances, audits, and assessments of operating facilities such as West Valley.</p> <ul style="list-style-type: none"> • Experience with computer modeling, data analysis and integration, digital mapping, remote sensing is preferred 	<p>interfacing with WVDP site contractors with respect to operations and activities relative to environmental programs implemented at the Project.</p> <ul style="list-style-type: none"> • Provides consultation regarding the development of regulatory strategies, including analyses pertinent to NEPA, CERCLA, RCRA, and/or other federal, state and local environmental compliance requirements. • Provides independent technical facilitation for decision making as well as informational meetings associated with the following collaborative processes: SEIS and Decommissioning Plan Technical Comment Core Team-like process; and other technical sub-teams that may be developed for regulatory purposes or in response to regulatory requests. • Assists the DOE in Integration of Phase 1 Studies data and other data collected during Phase 1 project implementation into the SEIS. Integration of PPA into the SEIS Development of a process for regulatory involvement and public communication relative to the Phase 2 decision. • Assists in the preparation of draft responses to NRC Requests for Additional Information (RAI) on the DP and assists in ensuring the preparation a final DP that incorporates the responses to NRC RAI. • Assists DOE in work related to the development and execution of Phase 1 Studies, the Probabilistic Performance Assessment (PPA), the Supplemental Environmental Impact Statement (SEIS) for the decommissioning and/or long term stewardship of the West Valley Demonstration Project (WVDP), and the Phase 2 Decommissioning Plan (Phase 2 DP) for the West Valley Demonstration Project. • Provides services related to: Technical Facilitation and Regulatory Strategic Planning as defined in the PWS.
<p>Fire Protection Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Engineering or Science discipline. • Entry Level to five (5) years of experience in industrial, federal, state, or other work environment(s) that provided specialized experience in fire protection. 	<ul style="list-style-type: none"> • Responsible for assisting administration of fire protection programs for the agency. Provides technical assistance to architects, contractors and other private industry personnel in interpreting and complying with fire codes and standards. Recommends changes in fire codes. Reviews construction site plans and building plans for compliance with fire protection codes and standards. • Evaluates contractors' performance in meeting agency requirements and objectives, interprets existing standards, develops new standards, reviews design documentation, advises agency and contractor management regarding fire safety, property protection and public safety.
<p>Fire Protection Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Engineering or Science discipline. • At least five (5) years of experience in industrial, federal, state, or other work 	<ul style="list-style-type: none"> • Responsible for assisting administration of fire protection programs for the agency. Provides technical assistance to architects, contractors and other private industry personnel in interpreting and complying with fire codes and standards. Recommends changes in fire codes. Reviews construction site plans and building plans for compliance with fire protection codes and standards. • Evaluates the fire resistance of building and structures. Determines whether water availability and

	<p>environment(s) that provided specialized experience in fire protection.</p> <ul style="list-style-type: none"> • Sufficient fire prevention knowledge and skills to demonstrate possession of the knowledge and abilities listed above. • State certificate of registration as a professional engineer in fire protection engineering. The certificate of registration may be from another state having reciprocity. 	<p>water delivery systems are adequate to protect buildings. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes and works cooperatively and jointly to provide quality seamless customer service.</p> <ul style="list-style-type: none"> • Evaluates contractors' performance in meeting agency requirements and objectives, interprets existing standards, develops new standards, reviews design documentation, advises agency and contractor management regarding fire safety, property protection and public safety. • Provides technical advice to contractors, architects and engineers while reviewing system plans, monitoring code information and conducting site inspections for new construction projects. In addition, supervises professional level staff, sworn and civilian, engaged in fire prevention duties.
<p>GIS Specialist</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Computer Information Technology, Management Information Systems, Computer Science or other information technology related field to include course work in database management systems. • At least five (5) years of experience • Technical certification and professional development. • Strong interpersonal skills, with ability to set objectives, conduct meetings, and clearly communicate. • Proven ability to effectively multi-task and successfully work as a part of a team • Competency in the following technologies and skill sets: Spatial Analysis, Geographical Analysis systems and ArcGIS and/or other Geospatial Mapping Applications. 	<ul style="list-style-type: none"> • Relative to the DMS, maintains existing web applications and develops additional applications as required to preserve or increase DMS functionality • Relative to the DMS, maintains website configuration and performs required maintenance • Relative to the DMS, maintains existing electronic data deliverables (EDD) formats and develops additional EDD formats as required to preserve or increase DMS functionality • Supports the DMS GIS, such as web and desktop application development of GIS and environmental database application services • Relative to the DMS, communicates technical information to both technical and non-technical personnel. Understands when to communicate project issues and progress. • Relative to the DMS, assists in the preparation of reports, graphs, and presentations using spreadsheet, graphic software, and/or database applications. • Develops DMS end-user documentation. • Other duties as assigned.
<p>Health and Safety Officer,</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in engineering or 	<ul style="list-style-type: none"> • Coordinate all safety activities. • Develop site safety program and enforce safety standards.

<p>Site</p>	<p>science discipline.</p> <ul style="list-style-type: none"> • At least five (5) years of safety related work experience on similar type projects. • 30 hour OSHA construction safety class within the last 5 years. • Have an average of at least 24 hours of formal safety training per year for the past five (5) years. • Experience with Department of Energy or related federal agency. <p>Preferred:</p> <ul style="list-style-type: none"> • Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH). • Experience in preparation of plans and reports. • Safety training on scaffolding, cranes, fall protection, confined space or others. 	<ul style="list-style-type: none"> • Conduct safety training. • Monitor Occupational Safety and Health Administration (OSHA) compliance. • Monitor and reconcile worker’s compensation claims. • Conduct safety inspections, rectify deficiencies and report results. • Advise the PM on the status and adequacy of the unit safety program and on safety matters to support mission accomplishment. • Review accident reports for accuracy, completeness and timeliness. • Publish monthly risk assessment in correlation to the monthly training schedules. • Brief newly assigned personnel on the unit safety program. • Performs other incidental and related duties as required and assigned. • Required to follow all company personnel and safety policies and perform all assigned duties in a safe work manner. • May be required to work other than normal duty hours, which may include evenings, weekends and holidays. • Conduct daily safety and health inspections, • Conduct accident investigations and complete required reports including OSHA Form 300. • Perform reporting of daily activities. • Hands on involvement with subcontractors and self-performance tasks. • Maintain applicable safety reference materials. • Oversee accident prevention plan and activity hazard analysis. • Ensure contractor compliance with all safety and health requirements.
<p>Health Physicist, Certified</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Health Physics, specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects. • At least ten (10) years of experience in Industrial, Federal, State, or other directly related background that has provided specialized experience in health physics and/or radiological safety. 	<ul style="list-style-type: none"> • Provides oversight of following Safety, Health & Quality (SH&Q) Programs (including all implementing policies, procedures, and instructions) including, but not limited to: <ul style="list-style-type: none"> • Radiation Protection (including Dosimetry); • Contractor Assurance; • Emergency Management; • Criticality Safety; • Respiratory Protection; • Price Anderson Amendment Acts; and • Other programs as assigned. • Supports DOE-WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule. • Performs surveys of a variety of work places and work processes, including but not limited to

		<p>industrial plants, chemical processing facilities, warehouses, construction, and decontamination and demolition sites, environmental clean-up and remediation sites, in order to identify worker safety and health hazards and/or unsafe worker behaviors, violations of SH&QA requirements, potential incorrect or unsafe acts, and/or deficiencies related to DOE, Occupational Safety and Health Administration (OSHA) , Environmental Protection Agency (EPA) regulations, and other regulatory statues governing work. The Contractor shall bring to the immediate attention of DOE and the Site Contractor any identified hazard or unsafe hazard conditions, or behavior(s) that represents an imminent threat of death or serious injury. Additionally the Contractor shall prepare and deliver reports that specifically identify potential violations or unsafe conditions by location and recommend corrective actions to resolve unsafe conditions or unsafe behaviors.</p> <ul style="list-style-type: none"> • Monitors contractors program to control radiological hazards; Coordinates all health physics activities with assigned counterparts. • Plans and conducts health physics oversight activities. Monitors facilities and operations performing radiological or nonionizing radiological work. Monitors facilities and operations to ensure existing radiological safety standards and procedures/practices are adequate, and recommends corrective action. • Makes recommendations on health physics aspects of emergency/disaster preparedness planning and operations. Assists DOE and interfaces with representatives of the Nuclear Regulatory Commission and of other governmental and civilian agencies. Recommends new or revised instructions, manuals, and technical documents as required to ensure an adequate Health Physics Program.
<p>Industrial Hygienist</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science or Engineering field required. • At least five (5) years of experience in industrial, federal, state, or other work environment(s) that provided specialized experience in industrial hygiene practice. 	<ul style="list-style-type: none"> • Ensures that subcontractor Industrial Hygiene functions are performed in accordance with the requirements of the Occupational Safety and Health Act (OSHA) and all applicable federal, state, local and government regulations. • Conducts worksite health hazard surveys. • Develops worker protection programs, such as hearing conservation, eye protection, and respiratory protection programs. • Performs general area and personal air monitoring. • Ensures availability and proper use and care of Personal Protective Equipment (PPE). • Enforces safety and health regulations and conducts applicable training as required. • Maintains accurate records of inspection and ensures work is completed in all areas of responsibility. • Conducts quality verification inspections as required. • Assures all operations are conducted in accordance with applicable safety rules and regulations. • Responds to off-duty recalls from designated company authority to meet priority or emergency

		<p>work requirements.</p> <ul style="list-style-type: none"> • Performs other duties as assigned.
<p>Industrial Hygienist, Certified</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science or Engineering field. • At least ten (10) years of industrial, federal, state or other governmental industrial hygiene experience. • Experience and a working knowledge of EHS regulations, codes, and guidelines. • Registered as a Certified Industrial Hygienist (CIH) in comprehensive practice. 	<ul style="list-style-type: none"> • Activities include incident investigations, job hazard analysis, recordkeeping, day-to-day regulatory compliance, conducting inspections and audits, indoor air quality surveys, air sampling, noise monitoring, ventilation testing, radiation testing, and biological sampling. Must be familiar with operation, calibration, and maintenance of a wide variety of industrial hygiene monitoring and sampling equipment, ergonomic evaluations, and fire and life safety code review of facilities and equipment, electrical safety, and provide support to the Emergency Response Team. Participate in applicable regulatory agency and internal inspections, and performs other duties as assigned. • Candidate will have EHS background in industrial, federal, state or other governmental environment; ability to effectively communicate with all levels of employees and management; ability to interpret and apply federal, state, local laws, regulations and requirements; analytical, research and problem-solving skills. An awareness of environmental compliance is helpful
<p>Nuclear Safety Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects. • One (1) to five (5) years of experience in Industrial, Federal, State, or other directly related background that has provided specialized experience in nuclear safety. 	<ul style="list-style-type: none"> • Reviews nuclear facility safety documentation. This includes review of safety basis documents that require DOE approval for Hazard Category 3 Nuclear Facilities. This also includes review of documentation related to configuration control and authorization basis maintenance (e.g., un-reviewed safety questions, conduct of operations procedures, etc.). Operations in these facilities include the following activities: radioactive and hazardous materials storage; decontamination and decommissioning; and waste packaging and shipping. The purpose of the reviews is to ensure that the analyses and documentation meets or exceeds DOE requirements. The reviews will place particular emphasis on the quality of the Hazard Assessment and Analyses, the Hazards Controls, and the resulting System Safety and Technical Safety Requirements (TSRs). The subject matter expertise reviews may also focus on the safety basis documents for facilities that are less than Hazard Category 3. These documents include Hazard Assessment Documents and Inactive Waste Site Assessments. The subject matter expertise reviews will be based on DOE regulations, directives and standards (10 CFR 830, Subpart B, and DOE STD 1104) and associated implementation guidance. The deliverable for Hazard Category 3 nuclear facilities is typically a DOE Safety Evaluation Report, which is submitted to the designated DOE approval authority. Performs safety design reviews during progressive phases of project definition and execution. • Reviews, concurs and forwards contractor assurance system program descriptions for Headquarters line management approval or to recommend DOE Field Element approval of such descriptions if the approval authority is delegated. The subject matter experts may use existing processes (e.g., quality assurance program, integrated safety management description documents, or modifications to them) to meet this requirement if they provide adequate descriptions of the contractor assurance programs. Additionally, the subject matter experts may recommend corrective actions which improve the

		<p>effectiveness and efficiency of programs and operations.</p> <ul style="list-style-type: none"> • Reviews and disseminates Departmental and industry best practices and operating experience in an effort to assure continuing improvements in nuclear safety authorization basis. • Demonstrates a working knowledge of the fission process; methods to reduce exposure; critical control; safety parameters, alarm systems and poisons. • Demonstrates a working level knowledge of nuclear safety analysis; hazard and accident analysis methods; probabilistic risk assessment techniques; nuclear safety-related systems; basic health, ventilation, air conditioning systems and filtration system construction, operation and application; process instrumentation principles of operation; electrical diagrams and schematics; principles and concepts for internal and external dosimetry and dose consequences; and the principles and use of radiological instrumentation and monitoring/survey practices • Knowledge and experience with 10 CFS 830.204, Documented Safety Analysis, DOE Guide 421.1-2 and safety basic requirements for environmental restoration and decommissioning activities
<p>Nuclear Safety Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects. • Six (6) to nine (9) years of experience in Industrial, Federal, State, or other directly related background that has provided specialized experience in nuclear safety. <p>Preferred:</p> <ul style="list-style-type: none"> • Professional certification such as a certified safety engineer or health physicist. 	<ul style="list-style-type: none"> • Reviews nuclear facility safety documentation. This includes review of safety basis documents that require DOE approval for Hazard Category 3 Nuclear Facilities. This also includes review of documentation related to configuration control and authorization basis maintenance (e.g., un-reviewed safety questions, conduct of operations procedures, etc.). Operations in these facilities include the following activities: radioactive and hazardous materials storage; decontamination and decommissioning; and waste packaging and shipping. The purpose of the reviews is to ensure that the analyses and documentation meets or exceeds DOE requirements. The reviews will place particular emphasis on the quality of the Hazard Assessment and Analyses, the Hazards Controls, and the resulting System Safety and Technical Safety Requirements (TSRs). The subject matter expertise reviews may also focus on the safety basis documents for facilities that are less than Hazard Category 3. These documents include Hazard Assessment Documents and Inactive Waste Site Assessments. The subject matter expertise reviews will be based on DOE regulations, directives and standards (10 CFR 830, Subpart B, and DOE STD 1104) and associated implementation guidance. The deliverable for Hazard Category 3 nuclear facilities is typically a DOE Safety Evaluation Report, which is submitted to the designated DOE approval authority. • Performs safety design reviews during progressive phases of project definition and execution. • Reviews, concurs and forwards contractor assurance system program descriptions for Headquarters line management approval or to recommend DOE Field Element approval of such descriptions if the approval authority is delegated. The subject matter experts may use existing processes (e.g., quality assurance program, integrated safety management description documents, or modifications to them) to meet this requirement if they provide adequate descriptions of the contractor assurance programs. Additionally, the subject matter experts may recommend corrective actions which improve the effectiveness and efficiency of programs and operations.

		<ul style="list-style-type: none"> • Reviews and disseminates Departmental and industry best practices and operating experience in an effort to assure continuing improvements in nuclear safety authorization basis. • Demonstrates a working knowledge of the fission process; methods to reduce exposure; critical control; safety parameters, alarm systems and poisons. • Demonstrates a working level knowledge of nuclear safety analysis; hazard and accident analysis methods; probabilistic risk assessment techniques; nuclear safety-related systems; basic health, ventilation, air conditioning systems and filtration system construction, operation and application; process instrumentation principles of operation; electrical diagrams and schematics; principles and concepts for internal and external dosimetry and dose consequences; and the principles and use of radiological instrumentation and monitoring/survey practices. • Knowledge and experience with 10 CFS 830.204, Documented Safety Analysis, DOE Guide 421.1-2 and safety basic requirements for environmental restoration and decommissioning activities
<p>Nuclear Safety Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects. • At least ten (10) years of experience in Industrial, Federal, State, or other directly related background that has provided specialized experience in nuclear safety. <p>Preferred:</p> <ul style="list-style-type: none"> • Professional certification such as a certified safety engineer or health physicist. 	<ul style="list-style-type: none"> • Reviews nuclear facility safety documentation. This includes review of safety basis documents that require DOE approval for Hazard Category 3 Nuclear Facilities. This also includes review of documentation related to configuration control and authorization basis maintenance (e.g., un-reviewed safety questions, conduct of operations procedures, etc.). Operations in these facilities include the following activities: radioactive and hazardous materials storage; decontamination and decommissioning; and waste packaging and shipping. The purpose of the reviews is to ensure that the analyses and documentation meets or exceeds DOE requirements. The reviews will place particular emphasis on the quality of the Hazard Assessment and Analyses, the Hazards Controls, and the resulting System Safety and Technical Safety Requirements (TSRs). The subject matter expertise reviews may also focus on the safety basis documents for facilities that are less than Hazard Category 3. These documents include Hazard Assessment Documents and Inactive Waste Site Assessments. The subject matter expertise reviews will be based on DOE regulations, directives and standards (10 CFR 830, Subpart B, and DOE STD 1104) and associated implementation guidance. The deliverable for Hazard Category 3 nuclear facilities is typically a DOE Safety Evaluation Report, which is submitted to the designated DOE approval authority. • Performs safety design reviews during progressive phases of project definition and execution. • Reviews, concurs and forwards contractor assurance system program descriptions for Headquarters line management approval or to recommend DOE Field Element approval of such descriptions if the approval authority is delegated. The subject matter experts may use existing processes (e.g., quality

		<p>assurance program, integrated safety management description documents, or modifications to them) to meet this requirement if they provide adequate descriptions of the contractor assurance programs. Additionally, the subject matter experts may recommend corrective actions which improve the effectiveness and efficiency of programs and operations.</p> <ul style="list-style-type: none"> • Reviews and disseminates Departmental and industry best practices and operating experience in an effort to assure continuing improvements in nuclear safety authorization basis. • Demonstrates a working knowledge of the fission process; methods to reduce exposure; critical control; safety parameters, alarm systems and poisons. • Demonstrates a working level knowledge of nuclear safety analysis; hazard and accident analysis methods; probabilistic risk assessment techniques; nuclear safety-related systems; basic health, ventilation, air conditioning systems and filtration system construction, operation and application; process instrumentation principles of operation; electrical diagrams and schematics; principles and concepts for internal and external dosimetry and dose consequences; and the principles and use of radiological instrumentation and monitoring/survey practices • Knowledge and experience with 10 CFS 830.204, Documented Safety Analysis, DOE Guide 421.1-2 and safety basic requirements for environmental restoration and decommissioning activities
<p>Program Manager I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree • At least six (6) years of experience in the position of Program Manager (or equivalent), with at least five years experienced in construction or environmental remediation / construction related program management required. • Must possess analytical skills. • Must be able to effectively handle multiple projects concurrently. • Must be detail oriented • Strong organizational, interpersonal, administrative and communication skills • Computer Equipment and Software Requirements: Proficient in Microsoft 	<ul style="list-style-type: none"> • Serves as the WVDP as the primary interface to the DOE Contracting Officer's Representative (COR). • Responsible for monitoring and maintaining performance of all resulting task order(s). This includes but is not limited to ensuring that obligations are met in accordance with contractual agreements, managing contract variations in accordance with contract provisions and organizational policy and procedures, investigating and resolving or referring as appropriate disputes/complaints in accordance with contractual requirements, communicating points and negotiation relating to the contract, and oversees the closeout process when all the terms and conditions have been met. • Provides human resource support for the individuals supporting the task order(s), by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. • Develops and provides monthly status reports on all activities to the COR. • On at least a quarterly basis, shall be available to attend meetings at the Ashford Office Complex or the WVDP site to discuss matters in person with support services staff and the DOE COR. • Other administrative duties as required

	Office Suite or other spreadsheets/word processing package	
Program Manager II	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree • At least ten (10) years of project related experience in the position of Program Manager (or equivalent), with a minimum of eight (8) years experienced in construction or environmental remediation / construction related program management required. • Must possess analytical skills. • Must be able to effectively handle multiple projects concurrently. • Must be detail oriented • Computer Equipment and Software Requirements: • Proficient in Microsoft Office Suite or other spreadsheets/word processing package 	<ul style="list-style-type: none"> • Serves as the WVDP as the primary interface to the DOE Contracting Officer's Representative (COR). • Responsible for monitoring and maintaining performance of all resulting task order(s). This includes but is not limited to ensuring that obligations are met in accordance with contractual agreements, managing contract variations in accordance with contract provisions and organizational policy and procedures, investigating and resolving or referring as appropriate disputes/complaints in accordance with contractual requirements, communicating points and negotiation relating to the contract, and oversees the closeout process when all the terms and conditions have been met. • Provides human resource support for the individuals supporting the task order(s), by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. • Develops and provides monthly status reports on all activities to the COR. • On at least a quarterly basis, shall be available to attend meetings at the Ashford Office Complex or the WVDP site to discuss matters in person with support services staff and the DOE COR. • Other administrative duties as required
Project Administrator I	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree • At least one (1) years of project related experience. • Must possess analytical skills. • Must be able to effectively handle multiple projects concurrently. • Must be detail oriented • Strong organizational, interpersonal, administrative and communication skills • Computer Equipment and Software 	<ul style="list-style-type: none"> • Handle time sensitive data calls that come in on a regular basis and need support to complete. • Run "what-if" scenarios to support development of annual budget requests. • Run schedule and cost scenarios when funding impacts become a concern or issue. • Submit requested reviews of REA's, and/or BCP's. • Supports DOE in maintaining and inputting project data from the site locations into various DOE business systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS) in accordance with prescribed procedures and DOE direction. • Provide consolidated data to DOE-WVDP in the form of reports, briefing materials, planning and budgeting submittals, data calls, and ad hoc requests. • Implement and maintain a system to process, integrate, track, analyze, and report data for the WVDP concerning the following areas: project management, project control, life cycle planning, performance measurement, budget formulation and execution, and financial management.

	<p>Requirements:</p> <ul style="list-style-type: none"> • Proficient in Microsoft Office Suite or other spreadsheets/word processing package 	<ul style="list-style-type: none"> • Support the DOE staff with all data calls and coordinate presentations on an as needed basis. • Other administrative duties as required
Project Administrator II	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree • At least three (3) years of project related experience. • Must possess analytical skills. • Must be able to effectively handle multiple projects concurrently. • Must be detail oriented • Computer Equipment and Software Requirements: <ul style="list-style-type: none"> • Proficient in Microsoft Office Suite or other spreadsheets/word processing package 	<ul style="list-style-type: none"> • Handle time sensitive data calls that come in on a regular basis and need support to complete. • Run “what-if” scenarios to support development of annual budget requests. • Run schedule and cost scenarios when funding impacts become a concern or issue. • Submit requested reviews of REA’s, and/or BCP’s. • Supports DOE in maintaining and inputting project data from the site locations into various DOE business systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS) in accordance with prescribed procedures and DOE direction. • Provide consolidated data to DOE-WVDP in the form of reports, briefing materials, planning and budgeting submittals, data calls, and ad hoc requests. • Implement and maintain a system to process, integrate, track, analyze, and report data for the WVDP concerning the following areas: project management, project control, life cycle planning, performance measurement, budget formulation and execution, and financial management. • Support the DOE staff with all data calls and coordinate presentations on an as needed basis. • Other administrative duties as required
Project Administrator III	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree • At least five (5) years of project related experience. • Must possess analytical skills. • Must be able to effectively handle multiple projects concurrently. • Must be detail oriented • Computer Equipment and Software Requirements: <ul style="list-style-type: none"> • Proficient in Microsoft Office Suite or other spreadsheets/word processing package 	<ul style="list-style-type: none"> • Handle time sensitive data calls that come in on a regular basis and need support to complete. • Run “what-if” scenarios to support development of annual budget requests. • Run schedule and cost scenarios when funding impacts become a concern or issue. • Submit requested reviews of REA’s, and/or BCP’s. • Supports DOE in maintaining and inputting project data from the site locations into various DOE business systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS) in accordance with prescribed procedures and DOE direction. • Provide consolidated data to DOE-WVDP in the form of reports, briefing materials, planning and budgeting submittals, data calls, and ad hoc requests. • Implement and maintain a system to process, integrate, track, analyze, and report data for the WVDP concerning the following areas: project management, project control, life cycle planning, performance measurement, budget formulation and execution, and financial management. • Support the DOE staff with all data calls and coordinate presentations on an as needed basis. • Other administrative duties as required
Project Controls Specialist I	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree. • At least five (5) years of experience in 	<ul style="list-style-type: none"> • Provide assistance to WVDP personnel to maintain the Federal Baseline, control and make revisions to the approved schedule and the associated cost impacts related to federal changes. • Schedule assessments will include all planned work activities, associated durations, and

	<p>Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports.</p> <ul style="list-style-type: none"> • Proficiency with Primavera Scheduling Software • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook) • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • DOE experience 	<p>interdependencies with other project work to ascertain cost and schedule impacts associated with proposed federal changes and judge for reasonableness.</p> <ul style="list-style-type: none"> • Evaluation of the current approved federal schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost as planned prior to the changes requested by the FPD's. • Schedule assessment will evaluate the merits of the logic, durations and relationships that make up the critical path. The Subject Matter Expert (SME) on the technical work needs to assess the basis of the critical path. • The written evaluation will describe the impact of changes on the critical path and provide a qualitative, expert opinion regarding actions taken to mitigate the impacts of changes on the overall schedule/cost of the project. • Report and update schedule status, report schedule variances, conduct critical path and float analysis, resource load schedule and Work Breakdown Structures (WBS), maintain WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary. • Identify, review and analyze actual or potential scheduling and planning and execution problems. • Ability to evaluate, monitor, and participate in detailed performance analysis of schedule management systems. • Identify and develop program management policies and procedures to support WVDP. • Annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the contractor baselines. • Support WVDP with any external reviews for Capital Asset Projects. This includes reviewing the federal baseline schedule and other support documents to ensure integration (e.g., Project Execution Plan, IPT Charter, Risk Management Plan). • Support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor's baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan). • May be required to support tasks and deliverables to include: <ul style="list-style-type: none"> • Integrating Contractor's working schedule with the approved Federal Baseline. • Updating Federal Baseline to incorporate changes with DOE's approval. • Providing DOE a written analysis of the Contractor's Working Schedule on a monthly Basis.
Project Controls	Required:	<ul style="list-style-type: none"> • Provide assistance to WVDP personnel to maintain the Federal Baseline, control and make

<p>Specialist II</p>	<ul style="list-style-type: none"> • Bachelor’s degree. • At least eight (8) years of experience in Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports. • Proficiency with Primavera Scheduling Software • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook) • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • DOE experience 	<p>revisions to the approved schedule and the associated cost impacts related to federal changes.</p> <ul style="list-style-type: none"> • Schedule assessments will include all planned work activities, associated durations, and interdependencies with other project work to ascertain cost and schedule impacts associated with proposed federal changes and judge for reasonableness. • Evaluation of the current approved federal schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost as planned prior to the changes requested by the FPD’s. • Schedule assessment will evaluate the merits of the logic, durations and relationships that make up the critical path. The Subject Matter Expert (SME) on the technical work needs to assess the basis of the critical path. • The written evaluation will describe the impact of changes on the critical path and provide a qualitative, expert opinion regarding actions taken to mitigate the impacts of changes on the overall schedule/cost of the project. • Report and update schedule status, report schedule variances, conduct critical path and float analysis, resource load schedule and Work Breakdown Structures (WBS), maintain WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary. • Identify, review and analyze actual or potential scheduling and planning and execution problems. • Ability to evaluate, monitor, and participate in detailed performance analysis of schedule management systems. • Identify and develop program management policies and procedures to support WVDP. • Annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the contractor baselines. • Support WVDP with any external reviews for Capital Asset Projects. This includes reviewing the federal baseline schedule and other support documents to ensure integration (e.g., Project Execution Plan, IPT Charter, Risk Management Plan). • Support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor’s baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan). • May be required to support tasks and deliverables to include: <ul style="list-style-type: none"> • Integrating Contractor’s working schedule with the approved Federal Baseline. • Updating Federal Baseline to incorporate changes with DOE’s approval.
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<p>Project Controls Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree. • At least eleven (11) years of experience in Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports. • Proficiency with Primavera Scheduling Software • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook) • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • DOE experience 	<ul style="list-style-type: none"> • Providing DOE a written analysis of the Contractor’s Working Schedule on a monthly Basis. • Provide assistance to WVDP personnel to maintain the Federal Baseline, control and make revisions to the approved schedule and the associated cost impacts related to federal changes. • Schedule assessments will include all planned work activities, associated durations, and interdependencies with other project work to ascertain cost and schedule impacts associated with proposed federal changes and judge for reasonableness. • Evaluation of the current approved federal schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost as planned prior to the changes requested by the FPD’s. • Schedule assessment will evaluate the merits of the logic, durations and relationships that make up the critical path. The Subject Matter Expert (SME) on the technical work needs to assess the basis of the critical path. • The written evaluation will describe the impact of changes on the critical path and provide a qualitative, expert opinion regarding actions taken to mitigate the impacts of changes on the overall schedule/cost of the project. • Report and update schedule status, report schedule variances, conduct critical path and float analysis, resource load schedule and Work Breakdown Structures (WBS), maintain WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary. • Identify, review and analyze actual or potential scheduling and planning and execution problems. • Ability to evaluate, monitor, and participate in detailed performance analysis of schedule management systems. • Identify and develop program management policies and procedures to support WVDP. • Annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the contractor baselines. • Support WVDP with any external reviews for Capital Asset Projects. This includes reviewing the federal baseline schedule and other support documents to ensure integration (e.g., Project Execution Plan, IPT Charter, Risk Management Plan). • Support WVDP with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor’s baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan). • May be required to support tasks and deliverables to include:
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		<ul style="list-style-type: none"> • Integrating Contractor’s working schedule with the approved Federal Baseline. • Updating Federal Baseline to incorporate changes with DOE’s approval. • Providing DOE a written analysis of the Contractor’s Working Schedule on a monthly Basis.
<p>Quality Assurance Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Science, Engineering, Physics, or other related field. • One (1) to five (5) years of experience supporting QA/QC efforts, at least one (1) year of which was DOE Order 414.1C and RW-0333P related experience. • Good familiarity NQA-1 standards. • Proficiency in auditing. • Experience in preparing and making presentations, procedure writing, and training staff to perform specialized tasks. 	<ul style="list-style-type: none"> • Revises or updates, maintains and assists with the implementation of the approved organization specific Quality Assurance Program (QAP) for DOE-WVDP in accordance with DOE Order 414.1C and RW-333P describing how applicable requirements of the Environmental Management QAP and the American Society of Mechanical Engineers NQA-1, 2004, with addenda through 2007, will be implemented and flowed down to lower-tiered organizations. The quality assurance program shall be applied to all work performed at DOE-WVDP. If there is any inconsistency between the QAP and any other terms of the contract, the more restrictive will apply. • Pursues enhancements to quality, safety and reliability. • Supports DOE-WVDP by performing Quality Assurance Independent Assessments, Audits and Surveillances of WVDP contractor activities. • Prepares and distributes lessons learned reports to encourage improvements based on experience. • Ability to maintain a database to record assessment activities, non-conformances and corrective actions. • Plans, coordinates audits, and creates checklists based on contractual and procedural requirements • Collects objective evidence to verify compliance with the contract and procedural requirements • Documents opportunities for improvement, non-compliances and corrective/preventive actions • Liaising with their counterparts regarding findings, their resolution and closeout • Works with team personnel to develop, implement and improve processes that increase efficiency and effectiveness, and are acceptable to the Project Director • Analyzes and summarizes verification program data, organizing it, and presenting it in a format that is useful to project stakeholders • Develops training materials, trains and educates the team • Chairs and attends meetings and briefings • Provides other advice and assistance.
<p>Quality Assurance Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Science, Engineering, or other related field. • Six (6) to nine (9) years of experience supporting QA/QC efforts, at least three (3) years of which were DOE Order 414.1C and RW-0333P related experience. • Very good knowledge of NQA-1 	<ul style="list-style-type: none"> • Revises or updates, maintains and assists with the implementation of the approved organization specific Quality Assurance Program (QAP) for DOE-WVDP in accordance with DOE Order 414.1C and RW-333P describing how applicable requirements of the Environmental Management QAP and the American Society of Mechanical Engineers NQA-1, 2004, with addenda through 2007, will be implemented and flowed down to lower-tiered organizations. The quality assurance program shall be applied to all work performed at DOE-WVDP. If there is any inconsistency between the QAP and any other terms of the contract, the more restrictive will apply. • Pursues enhancements to quality, safety and reliability. • Supports DOE-WVDP by performing Quality Assurance Independent Assessments, Audits and

	<p>standards.</p> <ul style="list-style-type: none"> • Significant proficiency in auditing. • Experience in preparing and making presentations, procedure writing, and training staff to perform specialized tasks. 	<p>Surveillances of WVDP contractor activities.</p> <ul style="list-style-type: none"> • Prepares and distributes lessons learned reports to encourage improvements based on experience. • Ability to maintain a database to record assessment activities, non-conformances and corrective actions. • Plans, coordinates audits, and creates checklists based on contractual and procedural requirements • Collects objective evidence to verify compliance with the contract and procedural requirements • Documents opportunities for improvement, non-compliances and corrective/preventive actions • Liaising with their counterparts regarding findings, their resolution and closeout • Works with team personnel to develop, implement and improve processes that increase efficiency and effectiveness, and are acceptable to the Project Director • Analyzes and summarizes verification program data, organizing it, and presenting it in a format that is useful to project stakeholders • Develops training materials, trains and educates the team • Chairs and attends meetings and briefings • Provides other advice and assistance.
<p>Quality Assurance Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science, Engineering, Physics, or other related field. • At least ten (10) years of experience supporting QA/QC efforts, at least five (5) years of which were DOE Order 414.1C and RW-0333P related experience. • Advanced knowledge with NQA-1 standards. • Significant proficiency in auditing. • Experience in preparing and making presentations, procedure writing, causal analysis, designing training programs, and training staff to perform specialized tasks. 	<ul style="list-style-type: none"> • Revises or updates, maintains and assists with the implementation of the approved organization specific Quality Assurance Program (QAP) for DOE-WVDP in accordance with DOE Order 414.1C and RW-333P describing how applicable requirements of the Environmental Management QAP and the American Society of Mechanical Engineers NQA-1, 2004, with addenda through 2007, will be implemented and flowed down to lower-tiered organizations. The quality assurance program shall be applied to all work performed at DOE-WVDP. If there is any inconsistency between the QAP and any other terms of the contract, the more restrictive will apply. • Pursues enhancements to quality, safety and reliability. • Supports DOE-WVDP by performing Quality Assurance Independent Assessments, Audits and Surveillances of WVDP contractor activities. • Prepares and distributes lessons learned reports to encourage improvements based on experience. • Ability to maintain a database to record assessment activities, non-conformances and corrective actions. • Plans, coordinates audits, and creates checklists based on contractual and procedural requirements • Collects objective evidence to verify compliance with the contract and procedural requirements • Documents opportunities for improvement, non-compliances and corrective/preventive actions • Liaising with their counterparts regarding findings, their resolution and closeout • Works with team personnel to develop, implement and improve processes that increase efficiency and effectiveness, and are acceptable to the Project Director. • Analyzes and summarizes verification program data, organizing it, and presenting it in a format that is useful to project stakeholders

		<ul style="list-style-type: none"> • Develops training materials, trains and educates the team • Chairs and attends meetings and briefings • Provides other advice and assistance.
Radiological Engineer I	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Health Physics, Nuclear Engineering, Environmental Science, or field related to the position. • Two (2) to five (5) years of related professional experience. <p>Preferred:</p> <ul style="list-style-type: none"> • Advanced degree and professional certification (Certified Health Physicist). 	<ul style="list-style-type: none"> • Successful candidate shall perform radiological engineering analyses and calculations using industry available software; ensure compliance with federal, state, and local regulations, National Nuclear Security Administration (NNSA) orders, and corporate requirements; • Consult with supervisors and departmental representatives on radiological control matters to ensure work procedures are in compliance with governmental requirements; • Attend staff meetings, and planning and scheduling meetings relevant to radiological controls and engineering issues; participate in the conduct of management assessments; review work packages and proposed test plans to ensure necessary requirements are incorporated into work control; and complete special projects to meet internal and external customer expectations.
Radiological Engineer II	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Health Physics, Nuclear Engineering, Environmental Science, or field related to the position. • Six (6) to nine (9) years of related professional experience. <p>Preferred:</p> <ul style="list-style-type: none"> • Advanced degree and professional certification (Certified Health Physicist). 	<ul style="list-style-type: none"> • Successful candidate shall perform radiological engineering analyses and calculations using industry available software; ensure compliance with federal, state, and local regulations, National Nuclear Security Administration (NNSA) orders, and corporate requirements; • Consult with supervisors and departmental representatives on radiological control matters to ensure work procedures are in compliance with governmental requirements; • Attend staff meetings, and planning and scheduling meetings relevant to radiological controls and engineering issues; participate in the conduct of management assessments; review work packages and proposed test plans to ensure necessary requirements are incorporated into work control; and complete special projects to meet internal and external customer expectations.
Radiological Engineer III	<p>Required:</p> <ul style="list-style-type: none"> • Master's degree in Health Physics, Nuclear Engineering, Environmental Science, or field related to the position. • At least ten (10) years of related professional experience. <p>Preferred:</p> <ul style="list-style-type: none"> • Advanced degree and professional 	<ul style="list-style-type: none"> • Successful candidate shall perform radiological engineering analyses and calculations using industry available software; ensure compliance with federal, state, and local regulations, National Nuclear Security Administration (NNSA) orders, and corporate requirements; • Consult with supervisors and departmental representatives on radiological control matters to ensure work procedures are in compliance with governmental requirements; • Attend staff meetings, and planning and scheduling meetings relevant to radiological controls and engineering issues; participate in the conduct of management assessments; review work packages and proposed test plans to ensure necessary requirements are incorporated into work control; and complete special projects to meet internal and external customer expectations.

	<p>certification (Certified Health Physicist).</p>	
<p>Safeguards Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Associates degree in Criminal Justice, Engineering or Science. • Experience: One (1) to five (5) years of experience in safeguards, security and/or force protection with federal, military or civilian law enforcement. • Ability to obtain and maintain a security clearance as required. <p>Preferred:</p> <ul style="list-style-type: none"> • Bachelor's degree in Criminal Justice, Engineering or Science. 	<ul style="list-style-type: none"> • Develops, implements, and maintains a Safeguards and Security program for DOE-WVDP as specified in DOE O 470.4B, Safeguards and Security Program and other applicable orders, manuals and guides. The Program will be tailored to the site-specific requirements of the WVDP and shall include creation of associated plans and implementing procedures. The Contractor shall assist DOE-WVDP with the development, implementation and maintenance of all DOE security program elements, including but not limited to those specified below. • Responsible for creating and implementing a Security Awareness Program per the requirements identified in DOE O 470.4B. • Responsible for creating and implementing an Information Security/Operations Security Program per the requirements of DOE O 471.6. • Responsible for processing foreign national visits and assignments in accordance with DOE O 142.3A to include use of the Foreign Access Central Tracking System (FACTS) in the approval process. • Responsible for creation and implementation of Incidents of Security Concern reporting processes, and supporting DOE security incident inquiries. • Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. • Ability to perform and document casual analyses resulting from oversight and assessment activities. The support services staff are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. • Reviews DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program • Provides oversight of Safeguards and Security Programs (including all implementing policies,

		<p>procedures, and instructions) in accordance with the PWS.</p> <ul style="list-style-type: none"> • Supports DOE-WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule. • Performs surveys of a variety of work places and work processes, including but not limited to industrial plants, chemical processing facilities, warehouses, construction, and decontamination and demolition sites, environmental clean-up and remediation sites, in order to identify worker safety and health hazards and/or unsafe worker behaviors, violations of SH&QA requirements, potential incorrect or unsafe acts, and/or deficiencies related to DOE, Occupational Safety and Health Administration (OSHA) , Environmental Protection Agency (EPA) regulations, and other regulatory statues governing work. The Contractor shall bring to the immediate attention of DOE and the Site Contractor any identified hazard or unsafe hazard conditions, or behavior(s) that represents an imminent threat of death or serious injury. Additionally the Contractor shall prepare and deliver reports that specifically identify potential violations or unsafe conditions by location and recommend corrective actions to resolve unsafe conditions or unsafe behaviors. • Knowledge of a broad range of security concepts, principles, and practices to survey/inspect, provide oversight, review, analyze, and resolve difficult and complex security problems for headquarters, major subordinate command, subordinate installations and subordinate activity security and force protection programs. • Ability to resolve complex security problems while on-site that often involving conflicting and/or unclear security requirements and ability to provide alternative solutions that will enable appropriate corrective actions to be completed when governing policy is nonexistent. • Expert knowledge and authoritative source of multi-functional security program knowledge in the Command and for subordinate organizations. • Mastery of the application of electronic security systems; other physical security sensors and equipment; exercise procedures and training. • Mastery of identifying security deficiencies, vulnerabilities and corrective actions during formal oversight, assistance and assessments and ability to render comprehensive reports. • Expert knowledge of a wide range of security regulations issued by DOE • Mastery of protection standards for army property. Knowledge of personnel management policies and procedures and budget preparation.
<p>Safeguards Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Associates degree in Criminal Justice, Engineering or Science. • Experience: Six (6) to nine (9) years of experience in safeguards security 	<ul style="list-style-type: none"> • Develops, implements, and maintains a Safeguards and Security program for DOE-WVDP as specified in DOE O 470.4B, Safeguards and Security Program and other applicable orders, manuals and guides. The Program will be tailored to the site-specific requirements of the WVDP and shall include creation of associated plans and implementing procedures. The Contractor shall assist DOE-WVDP with the development, implementation and maintenance of all DOE security program

	<p>and/or force protection with federal, military or civilian law enforcement.</p> <ul style="list-style-type: none">• Ability to obtain and maintain a security clearance as required. <p>Preferred:</p> <ul style="list-style-type: none">• Bachelor's degree in Criminal Justice, Engineering or Science.	<p>elements, including but not limited to those specified below.</p> <ul style="list-style-type: none">• Responsible for creating and implementing a Security Awareness Program per the requirements identified in DOE O 470.4B.• Responsible for creating and implementing an Information Security/Operations Security Program per the requirements of DOE O 471.6.• Responsible for processing foreign national visits and assignments in accordance with DOE O 142.3A to include use of the Foreign Access Central Tracking System (FACTS) in the approval process.• Responsible for creation and implementation of Incidents of Security Concern reporting processes, and supporting DOE security incident inquiries.• Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations.• Ability to perform and document casual analyses resulting from oversight and assessment activities. The support services staff are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions.• Reviews DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program• Provides oversight of Safeguards and Security Programs (including all implementing policies, procedures, and instructions) in accordance with the PWS.• Supports DOE-WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule.• Performs surveys of a variety of work places and work processes, including but not limited to industrial plants, chemical processing facilities, warehouses, construction, and decontamination and demolition sites, environmental clean-up and remediation sites, in order to identify worker safety and health hazards and/or unsafe worker behaviors, violations of SH&QA requirements, potential
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		<p>incorrect or unsafe acts, and/or deficiencies related to DOE, Occupational Safety and Health Administration (OSHA) , Environmental Protection Agency (EPA) regulations, and other regulatory statues governing work. The Contractor shall bring to the immediate attention of DOE and the Site Contractor any identified hazard or unsafe hazard conditions, or behavior(s) that represents an imminent threat of death or serious injury. Additionally the Contractor shall prepare and deliver reports that specifically identify potential violations or unsafe conditions by location and recommend corrective actions to resolve unsafe conditions or unsafe behaviors.</p> <ul style="list-style-type: none"> • Knowledge of a broad range of security concepts, principles, and practices to survey/inspect, provide oversight, review, analyze, and resolve difficult and complex security problems for headquarters, major subordinate command, subordinate installations and subordinate activity security and force protection programs. • Ability to resolve complex security problems while on-site that often involving conflicting and/or unclear security requirements and ability to provide alternative solutions that will enable appropriate corrective actions to be completed when governing policy is nonexistent. • Expert knowledge and authoritative source of multi-functional security program knowledge in the Command and for subordinate organizations. • Mastery of the application of electronic security systems; other physical security sensors and equipment; exercise procedures and training. • Mastery of identifying security deficiencies, vulnerabilities and corrective actions during formal oversight, assistance and assessments and ability to render comprehensive reports. • Expert knowledge of a wide range of security regulations issued by DOE • Mastery of protection standards for army property. Knowledge of personnel management policies and procedures and budget preparation.
<p>Safeguards Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Criminal Justice, Engineering or Science. • At least ten (10) years of experience in safeguards security and/or force protection with federal, military or civilian law enforcement. • Ability to obtain and maintain a security clearance as required. 	<ul style="list-style-type: none"> • Develops, implements, and maintains a Safeguards and Security program for DOE-WVDP as specified in DOE O 470.4B, Safeguards and Security Program and other applicable orders, manuals and guides. The Program will be tailored to the site-specific requirements of the WVDP and shall include creation of associated plans and implementing procedures. The Contractor shall assist DOE-WVDP with the development, implementation and maintenance of all DOE security program elements, including but not limited to those specified below. • Responsible for creating and implementing a Security Awareness Program per the requirements identified in DOE O 470.4B. • Responsible for creating and implementing an Information Security/Operations Security Program per the requirements of DOE O 471.6. • Responsible for processing foreign national visits and assignments in accordance with DOE O 142.3A to include use of the Foreign Access Central Tracking System (FACTS) in the approval process.

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| | | <ul style="list-style-type: none">• Responsible for creation and implementation of Incidents of Security Concern reporting processes, and supporting DOE security incident inquiries.• Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations.• Ability to perform and document casual analyses resulting from oversight and assessment activities. The support services staff are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions.• Reviews DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program• Provides oversight of Safeguards and Security Programs (including all implementing policies, procedures, and instructions) in accordance with the PWS.
• Supports DOE-WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule.• Performs surveys of a variety of work places and work processes, including but not limited to industrial plants, chemical processing facilities, warehouses, construction, and decontamination and demolition sites, environmental clean-up and remediation sites, in order to identify worker safety and health hazards and/or unsafe worker behaviors, violations of SH&QA requirements, potential incorrect or unsafe acts, and/or deficiencies related to DOE, Occupational Safety and Health Administration (OSHA) , Environmental Protection Agency (EPA) regulations, and other regulatory statues governing work. The Contractor shall bring to the immediate attention of DOE and the Site Contractor any identified hazard or unsafe hazard conditions, or behavior(s) that represents an imminent threat of death or serious injury. Additionally the Contractor shall prepare and deliver reports that specifically identify potential violations or unsafe conditions by location and recommend corrective actions to resolve unsafe conditions or unsafe behaviors. |
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		<ul style="list-style-type: none"> • Knowledge of a broad range of security concepts, principles, and practices to survey/inspect, provide oversight, review, analyze, and resolve difficult and complex security problems for headquarters, major subordinate command, subordinate installations and subordinate activity security and force protection programs. • Ability to resolve complex security problems while on-site that often involving conflicting and/or unclear security requirements and ability to provide alternative solutions that will enable appropriate corrective actions to be completed when governing policy is nonexistent. • Expert knowledge and authoritative source of multi-functional security program knowledge in the Command and for subordinate organizations. • Mastery of the application of electronic security systems; other physical security sensors and equipment; exercise procedures and training. • Mastery of identifying security deficiencies, vulnerabilities and corrective actions during formal oversight, assistance and assessments and ability to render comprehensive reports. • Expert knowledge of a wide range of security regulations issued by DOE • Mastery of protection standards for army property. Knowledge of personnel management policies and procedures and budget preparation.
<p>Safety Professional, Certified</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science or Engineering field. • Registered as a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH). • At least ten (10) years of industrial, federal, state or other governmental industrial safety experience. • At least five (5) years of experience at Department of Energy operating facilities. • Experience and a working knowledge of EHS regulations, codes, and guidelines. 	<ul style="list-style-type: none"> • Activities include safety and occupational health management, surveillance inspections and safety enforcement on projects. Incident investigations, job hazard analysis, recordkeeping, day-to-day regulatory compliance, conducting inspections and audits, Must be familiar with safety aspects of construction/demolition operations, fire and life safety code review of facilities and equipment, electrical safety, and provide support to the Emergency Response Team. Expected to be on site during all work or testing activities. Participate in applicable regulatory agency and internal inspections, and performs other duties as assigned. • Candidate will have EHS background in industrial, federal, state or other governmental environment; ability to effectively communicate with all levels of employees and management; ability to interpret and apply federal, state, local laws, regulations and requirements; analytical, research and problem-solving skills. An awareness of environmental compliance is helpful.
<p>Sample Management Coordinator</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Biology or Chemistry. 	<ul style="list-style-type: none"> • Manage and oversee shipping, receiving, and tracking of samples to and from labs and job sites and help improve tracking and logging system • Manage and oversee onsite sample collection activities in compliance with Federal, State and Local

	<ul style="list-style-type: none"> • At least three (3) years of experience in sample management. • Strong data management and quality assurance skills. 	<p>regulations</p> <ul style="list-style-type: none"> • Maintain sample control storage refrigeration and freezing units where necessary • Support labs with data filing • Travel between company sites
<p>Sr. Safety Specialist I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science, Engineering or related discipline. • Five (5) to nine (9) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. 	<ul style="list-style-type: none"> • Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. Additionally, the Contractor may be required to perform and document casual analyses resulting from oversight and assessment activities. The subject matter experts are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval. • Provides support services staff to review DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program office. • Provides oversight of following Safety, Health & Quality (SH&Q) Programs (including all implementing policies, procedures, and instructions) including, but not limited to: <ul style="list-style-type: none"> • Integrated Safety Management System; • Worker Safety and Health; • Conduct of Operations; • Contractor Assurance; • Continuity of Operations; • Emergency Management; • Fire Protection; • Industrial Safety;

		<ul style="list-style-type: none"> • Industrial Hygiene; • Occupational Medicine; • Engineering; • Conduct of Operations; • Other programs as assigned. <ul style="list-style-type: none"> • Supports DOE WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule. • Provides implementation support and oversight of maintenance, industrial hygiene, occupational health, and safety programs to identify and mitigate hazards in the workplace. Develops, recommends and implements related programs, policies, and procedures for monitoring and preventing chemical, physical, and biological hazards to prevent illness, injury and safety hazards in the work environment. • Develops and establishes appropriate sampling and monitoring procedures and guidelines, and provide guidance in interpreting and monitoring compliance with governmental regulations and industry/company work practices. Resolve technical, industrial hygiene and safety issues. • Develops, implements and provides oversight of occupational health and industrial safety programs for facilities; develops and implements an assessment program to ensure compliance by all employees and contractor employees to the respective programs; This position is responsible to ensure compliance with all applicable policies and governmental laws, rules and regulations including but not limited to the DOE, OSHA and NRC rules and regulations.
<p>Sr. Safety Specialist II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science, Engineering or related discipline. • Ten (10) to fourteen (14) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. 	<ul style="list-style-type: none"> • Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. Additionally, the Contractor may be required to perform and document casual analyses resulting from oversight and assessment activities. The subject matter experts are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval.

		<ul style="list-style-type: none">• Provides support services staff to review DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program office.• Provides oversight of following Safety, Health & Quality (SH&Q) Programs (including all implementing policies, procedures, and instructions) including, but not limited to:<ul style="list-style-type: none">• Integrated Safety Management System;• Worker Safety and Health;• Conduct of Operations;• Contractor Assurance;• Continuity of Operations;• Emergency Management;• Fire Protection;• Industrial Safety;• Industrial Hygiene;• Occupational Medicine;• Engineering;• Conduct of Operations;• Other programs as assigned.• Supports DOE WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule.• Provides implementation support and oversight of maintenance, industrial hygiene, occupational health, and safety programs to identify and mitigate hazards in the workplace. Develops, recommends and implements related programs, policies, and procedures for monitoring and preventing chemical, physical, and biological hazards to prevent illness, injury and safety hazards in the work environment.• Develops and establishes appropriate sampling and monitoring procedures and guidelines, and provide guidance in interpreting and monitoring compliance with governmental regulations and industry/company work practices. Resolve technical, industrial hygiene and safety issues.
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		<ul style="list-style-type: none"> • Develops, implements and provides oversight of occupational health and industrial safety programs for facilities; develops and implements an assessment program to ensure compliance by all employees and contractor employees to the respective programs; This position is responsible to ensure compliance with all applicable policies and governmental laws, rules and regulations including but not limited to the DOE, OSHA and NRC rules and regulations.
<p>Sr. Safety Specialist III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Science, Engineering or related discipline. • At least fifteen (15) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. 	<ul style="list-style-type: none"> • Supports DOE in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. Additionally, the Contractor may be required to perform and document casual analyses resulting from oversight and assessment activities. The subject matter experts are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval. • Provides support services staff to review DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements. This includes but is not limited to: evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). The subject matter experts will assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program office. • Provides oversight of following Safety, Health & Quality (SH&Q) Programs (including all implementing policies, procedures, and instructions) including, but not limited to: <ul style="list-style-type: none"> • Integrated Safety Management System; • Worker Safety and Health; • Conduct of Operations; • Contractor Assurance; • Continuity of Operations; • Emergency Management; • Fire Protection; • Industrial Safety;

		<ul style="list-style-type: none"> • Industrial Hygiene; • Occupational Medicine; • Engineering; • Conduct of Operations; • Other programs as assigned. <ul style="list-style-type: none"> • Supports DOE WVDP with the development of short and long range oversight plans and schedules which account for all aspects of DOE-WVDP oversight activities, ensuring that applicable requirements/regulations are adequately addressed in the schedule. • Provides implementation support and oversight of maintenance, industrial hygiene, occupational health, and safety programs to identify and mitigate hazards in the workplace. Develops, recommends and implements related programs, policies, and procedures for monitoring and preventing chemical, physical, and biological hazards to prevent illness, injury and safety hazards in the work environment. • Develops and establishes appropriate sampling and monitoring procedures and guidelines, and provide guidance in interpreting and monitoring compliance with governmental regulations and industry/company work practices. Resolve technical, industrial hygiene and safety issues. • Develops, implements and provides oversight of occupational health and industrial safety programs for facilities; develops and implements an assessment program to ensure compliance by all employees and contractor employees to the respective programs; This position is responsible to ensure compliance with all applicable policies and governmental laws, rules and regulations including but not limited to the DOE, OSHA and NRC rules and regulations.
<p>Sr. Systems Analyst</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's degree in Computer Information Technology, Management Information Systems, Computer Science or other information technology related field, to include course work in database management systems. • At least five (5) years of experience with hardware, networking, operating and systems software support. • Strong interpersonal skills, with ability to set objectives, conduct meetings, and clearly communicate. 	<ul style="list-style-type: none"> • Relative to the DMS, responsible for the regular upkeep and maintenance of all hardware and software components within the delineated system boundary to provide the highest level of complete system availability to system users as reasonably achievable. • Relative to the DMS, provides a method and reporting mechanism to measure overall system availability in accordance with the PWS. • Relative to the DMS, responsible for performing regular upgrades and patching of system hardware and software issued by the manufacturers, in accordance with the PWS. Security patches and upgrades identified as critical, immediate, or above by the manufacturer will be applied in accordance with the PWS. • Relative the DMS, maintains a log of available patches and upgrades to all DMS components in accordance with the PWS. • Relative to the DMS, provides a Contingency Plan for the restoration of access to the DMS in the event of loss of services, equipment or facilities, in accordance with the PWS.

	<ul style="list-style-type: none"> • Proven ability to effectively multi-task and successfully work as a part of a team. • Competency in the following technologies and skill sets: System hardware, Design, schema, implementation, testing, and validation, Server Environment and Administration, MS SQL Server, Hardware (Configuring & Administration), and Systems Security. 	<ul style="list-style-type: none"> • Relative to the DMS, provides an IT Equipment Life Cycle Management Plan and Schedule for all DMS equipment, peripherals and software, in accordance with the PWS. • Communicate technical information to both technical and non-technical personnel. Know when to communicate project issues and progress. • Other duties as assigned.
<p>Subject Matter Expert</p>	<p>Required:</p> <ul style="list-style-type: none"> • Master’s Degree in area of specialty and at least seven (7) years of relevant experience, or a Bachelor’s degree and at least eleven (11) years of relevant experience required. Relevant experience includes: nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. • Proficiency in auditing. • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook). • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with 	<ul style="list-style-type: none"> • Supports in the performance of surveillances, health and safety assessments, compliance reviews and assessment/audit teams required by DOE Orders and other forms of infield oversight of the WVDP site contractor operations and activities. • Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. • May be required to perform and document casual analyses resulting from oversight and assessment activities. • Required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. All work shall be done in accordance with established DOE-WVDP procedures and be subject to DOE-WVDP approval. • Reviews DOE and contractor activities to assess DOE O 226.1B implementation and to recommend improvements, such as, evaluating activities (and their scope) being performed and planned; evaluating the risks (safety, mission impacts, security, etc.) associated with activities; and evaluating the level of existing federal oversight and its associated infrastructure (plans, procedures, and training and qualification of staff). • Assist in preparing or revising field element policies and in implementing procedures that are consistent with DOE O 226.1B of comparably effective criteria established by the responsible program office. • Provide consultation on complex projects. • Analyzes, designs, and implements customer requested changes. • Other duties may be assigned.

	<p>fellow employees and client personnel.</p> <p>Preferred:</p> <ul style="list-style-type: none"> • Experience in preparing and making presentations, procedure writing, and training staff to perform specialized tasks. 	
<p>Waste Management Manager I</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's Degree in Science, Engineering, or related technical discipline. • Five (5) to ten (10) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook). • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • Master's Degree in science, engineering, or related technical discipline. • Certified Hazardous Materials Manager 	<ul style="list-style-type: none"> • Provide support to DOE to ensure compliance with DOE O 435.1 • Ensures that all radioactive waste is managed in a manner that is protective of worker and public health and safety, and the environment. • Supports oversight of field activities and technical assistance in areas of waste characterization, waste packaging, and waste transportation (associated with newly generated wastes, as well as legacy wastes). • Regularly proposes means of operational improvement. • Acts as a liaison, where necessary, for community relationships. • Ensures adherence to standards and regulations to encourage safe and efficient operations. • Conducts and/or attends and contributes to periodic safety meetings. • Updates and submits required reports in a timely manner.

<p>Waste Management Manager II</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's Degree in Science, Engineering, or related technical discipline. • Eleven (11) to fourteen (14) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook) • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • Master's Degree in science, engineering, or related technical discipline. • Certified Hazardous Materials Manager 	<ul style="list-style-type: none"> • Provide support to DOE to ensure compliance with DOE O 435.1 • Ensures that all radioactive waste is managed in a manner that is protective of worker and public health and safety, and the environment. • Supports oversight of field activities and technical assistance in areas of waste characterization, waste packaging, and waste transportation (associated with newly generated wastes, as well as legacy wastes). • Regularly proposes means of operational improvement. • Acts as a liaison, where necessary, for community relationships. • Ensures adherence to standards and regulations to encourage safe and efficient operations. • Conducts and/or attends and contributes to periodic safety meetings. • Updates and submits required reports in a timely manner.

<p>Waste Management Manager III</p>	<p>Required:</p> <ul style="list-style-type: none"> • Bachelor's Degree in Science, Engineering, or related technical discipline. • At least fifteen (15) years of experience in a nuclear industrial and/or industrial remediation setting including responsibility for safety, occupational health, industrial safety and/or a combination of commensurate experience for major maintenance, construction, or remediation projects/activities. • Proficiency in MS Office (Word, Excel, PowerPoint and Outlook) • Effective oral and written communication skills. • Ability to work independently or in a team environment. • Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel. <p>Preferred:</p> <ul style="list-style-type: none"> • Master's Degree in science, engineering, or related technical discipline. • Certified Hazardous Materials Manager 	<ul style="list-style-type: none"> • Provide support to DOE to ensure compliance with DOE O 435.1 • Ensures that all radioactive waste is managed in a manner that is protective of worker and public health and safety, and the environment. • Supports oversight of field activities and technical assistance in areas of waste characterization, waste packaging, and waste transportation (associated with newly generated wastes, as well as legacy wastes). • Regularly proposes means of operational improvement. • Acts as a liaison, where necessary, for community relationships. • Ensures adherence to standards and regulations to encourage safe and efficient operations. • Conducts and/or attends and contributes to periodic safety meetings. • Updates and submits required reports in a timely manner.
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Attachment J-4

IDIQ Schedule of Rates and Labor Category Qualifications

The portion of this attachment which contained sensitive contractor pricing information has been removed from this posting.

NOTICE OF NONDISCLOSURE

I _____, am working on Task Order No. DE-EM0003836/DE-DT000 for the US Department of Energy.

In performance on or in support of Task Order DE-EM0003836/DE-DT000, I certify that I shall not disclose any Government or DOE or contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. §423, and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. §423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Task Order DE-EM0003836/DE-DT000 to the Contracting Officer.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C.§423.

NAME _____ / _____
Print Signature

DATE _____ ORGANIZATION _____

INDIVIDUAL CONFLICT OF INTEREST DISCLOSURE

ADVISORY AND ASSISTANCE SERVICES

I, _____, certify that within the last twelve months, no present, or current planned financial, contractual, individual or other interests relating to the performance of the Performance Work Statement (PWS) under Contract DE-EM0003836, Task Order DE-DT000_____, exists that would render myself unable to provide impartial assistance or advice to the Government, or impair my objectivity in performing the contract work, or offer an unfair competitive advantage.

I hereby certify that I have the authority to represent my organization, and that to the best of my knowledge and belief, the facts and representation presented above are accurate and complete.

Signature

Date

Name and Title

Organization

WD 05-2371 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2371
Director	Wage Determinations	Revision No.: 17
		Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New York

Area: New York Counties of Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.17
01013 - Accounting Clerk III		17.39
01020 - Administrative Assistant		23.11
01040 - Court Reporter		18.95
01051 - Data Entry Operator I		14.30
01052 - Data Entry Operator II		15.61
01060 - Dispatcher, Motor Vehicle		15.86
01070 - Document Preparation Clerk		12.75
01090 - Duplicating Machine Operator		12.75
01111 - General Clerk I		12.37
01112 - General Clerk II		13.50
01113 - General Clerk III		15.23
01120 - Housing Referral Assistant		23.17
01141 - Messenger Courier		11.85
01191 - Order Clerk I		13.39
01192 - Order Clerk II		14.61
01261 - Personnel Assistant (Employment) I		15.23
01262 - Personnel Assistant (Employment) II		16.19
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		21.15
01280 - Receptionist		12.75
01290 - Rental Clerk		15.23
01300 - Scheduler, Maintenance		18.57
01311 - Secretary I		18.57
01312 - Secretary II		20.77
01313 - Secretary III		23.17
01320 - Service Order Dispatcher		14.59
01410 - Supply Technician		23.11
01420 - Survey Worker		15.84

01531 - Travel Clerk I	11.74
01532 - Travel Clerk II	12.41
01533 - Travel Clerk III	13.09
01611 - Word Processor I	14.97
01612 - Word Processor II	15.93
01613 - Word Processor III	17.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.34
05010 - Automotive Electrician	21.67
05040 - Automotive Glass Installer	20.85
05070 - Automotive Worker	20.85
05110 - Mobile Equipment Servicer	19.45
05130 - Motor Equipment Metal Mechanic	22.34
05160 - Motor Equipment Metal Worker	20.85
05190 - Motor Vehicle Mechanic	22.34
05220 - Motor Vehicle Mechanic Helper	18.03
05250 - Motor Vehicle Upholstery Worker	20.11
05280 - Motor Vehicle Wrecker	20.85
05310 - Painter, Automotive	21.67
05340 - Radiator Repair Specialist	20.85
05370 - Tire Repairer	18.78
05400 - Transmission Repair Specialist	22.34
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.89
07042 - Cook II	12.01
07070 - Dishwasher	8.75
07130 - Food Service Worker	9.13
07210 - Meat Cutter	15.63
07260 - Waiter/Waitress	9.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.34
09040 - Furniture Handler	17.51
09080 - Furniture Refinisher	22.34
09090 - Furniture Refinisher Helper	19.23
09110 - Furniture Repairer, Minor	20.73
09130 - Upholsterer	22.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.18
11060 - Elevator Operator	10.18
11090 - Gardener	16.78
11122 - Housekeeping Aide	11.01
11150 - Janitor	12.70
11210 - Laborer, Grounds Maintenance	14.30
11240 - Maid or Houseman	9.95
11260 - Pruner	13.27
11270 - Tractor Operator	16.13
11330 - Trail Maintenance Worker	14.30
11360 - Window Cleaner	13.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.91
12011 - Breath Alcohol Technician	16.34
12012 - Certified Occupational Therapist Assistant	20.38
12015 - Certified Physical Therapist Assistant	20.38
12020 - Dental Assistant	14.92
12025 - Dental Hygienist	29.85
12030 - EKG Technician	24.71
12035 - Electroneurodiagnostic Technologist	24.71
12040 - Emergency Medical Technician	14.91
12071 - Licensed Practical Nurse I	15.18
12072 - Licensed Practical Nurse II	16.98
12073 - Licensed Practical Nurse III	18.94

12100 - Medical Assistant	13.94
12130 - Medical Laboratory Technician	19.46
12160 - Medical Record Clerk	15.23
12190 - Medical Record Technician	17.04
12195 - Medical Transcriptionist	14.23
12210 - Nuclear Medicine Technologist	32.82
12221 - Nursing Assistant I	10.56
12222 - Nursing Assistant II	11.87
12223 - Nursing Assistant III	12.95
12224 - Nursing Assistant IV	14.54
12235 - Optical Dispenser	19.63
12236 - Optical Technician	14.37
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	14.54
12305 - Radiologic Technologist	23.53
12311 - Registered Nurse I	23.63
12312 - Registered Nurse II	28.90
12313 - Registered Nurse II, Specialist	28.90
12314 - Registered Nurse III	34.96
12315 - Registered Nurse III, Anesthetist	34.96
12316 - Registered Nurse IV	41.90
12317 - Scheduler (Drug and Alcohol Testing)	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.91
13012 - Exhibits Specialist II	23.40
13013 - Exhibits Specialist III	28.53
13041 - Illustrator I	19.84
13042 - Illustrator II	24.54
13043 - Illustrator III	29.93
13047 - Librarian	26.64
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	23.38
13058 - Library Technician	15.75
13061 - Media Specialist I	17.36
13062 - Media Specialist II	19.42
13063 - Media Specialist III	21.66
13071 - Photographer I	14.07
13072 - Photographer II	17.34
13073 - Photographer III	21.45
13074 - Photographer IV	26.17
13075 - Photographer V	31.74
13110 - Video Teleconference Technician	18.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.40
14042 - Computer Operator II	17.23
14043 - Computer Operator III	20.20
14044 - Computer Operator IV	23.94
14045 - Computer Operator V	26.51
14071 - Computer Programmer I	20.28
14072 - Computer Programmer II	25.12
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	15.40
14160 - Personal Computer Support Technician	23.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.63
15020 - Aircrew Training Devices Instructor (Rated)	34.64
15030 - Air Crew Training Devices Instructor (Pilot)	41.52

15050 - Computer Based Training Specialist / Instructor	28.63
15060 - Educational Technologist	27.34
15070 - Flight Instructor (Pilot)	41.52
15080 - Graphic Artist	19.69
15090 - Technical Instructor	21.43
15095 - Technical Instructor/Course Developer	26.22
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	10.34
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	10.91
16220 - Tailor	11.48
16250 - Washer, Machine	9.25
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.93
19040 - Tool And Die Maker	27.13
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.06
21030 - Material Coordinator	21.15
21040 - Material Expediter	21.15
21050 - Material Handling Laborer	17.74
21071 - Order Filler	15.19
21080 - Production Line Worker (Food Processing)	18.06
21110 - Shipping Packer	14.98
21130 - Shipping/Receiving Clerk	13.00
21140 - Store Worker I	15.51
21150 - Stock Clerk	19.51
21210 - Tools And Parts Attendant	18.06
21410 - Warehouse Specialist	18.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.70
23021 - Aircraft Mechanic I	25.80
23022 - Aircraft Mechanic II	26.70
23023 - Aircraft Mechanic III	27.47
23040 - Aircraft Mechanic Helper	21.36
23050 - Aircraft, Painter	25.00
23060 - Aircraft Servicer	23.29
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	21.25
23120 - Bicycle Repairer	18.98
23125 - Cable Splicer	28.97
23130 - Carpenter, Maintenance	20.64
23140 - Carpet Layer	21.57
23160 - Electrician, Maintenance	25.51
23181 - Electronics Technician Maintenance I	22.23
23182 - Electronics Technician Maintenance II	23.02
23183 - Electronics Technician Maintenance III	23.84
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	22.21
23310 - Fire Extinguisher Repairer	19.91
23311 - Fuel Distribution System Mechanic	29.69
23312 - Fuel Distribution System Operator	22.98
23370 - General Maintenance Worker	20.01
23380 - Ground Support Equipment Mechanic	25.80
23381 - Ground Support Equipment Servicer	23.29

23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	19.91
23392 - Gunsmith II	21.57
23393 - Gunsmith III	23.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.06
23430 - Heavy Equipment Mechanic	22.33
23440 - Heavy Equipment Operator	23.80
23460 - Instrument Mechanic	23.40
23465 - Laboratory/Shelter Mechanic	22.36
23470 - Laborer	13.61
23510 - Locksmith	20.64
23530 - Machinery Maintenance Mechanic	24.20
23550 - Machinist, Maintenance	21.28
23580 - Maintenance Trades Helper	18.51
23591 - Metrology Technician I	23.40
23592 - Metrology Technician II	24.24
23593 - Metrology Technician III	24.93
23640 - Millwright	32.96
23710 - Office Appliance Repairer	20.64
23760 - Painter, Maintenance	21.73
23790 - Pipefitter, Maintenance	25.74
23810 - Plumber, Maintenance	24.26
23820 - Pneudraulic Systems Mechanic	23.16
23850 - Rigger	23.16
23870 - Scale Mechanic	21.59
23890 - Sheet-Metal Worker, Maintenance	23.74
23910 - Small Engine Mechanic	19.86
23931 - Telecommunications Mechanic I	25.69
23932 - Telecommunications Mechanic II	26.60
23950 - Telephone Lineman	27.90
23960 - Welder, Combination, Maintenance	21.28
23965 - Well Driller	26.30
23970 - Woodcraft Worker	23.16
23980 - Woodworker	19.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.03
24580 - Child Care Center Clerk	12.55
24610 - Chore Aide	9.67
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	14.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.43
25040 - Sewage Plant Operator	21.38
25070 - Stationary Engineer	21.43
25190 - Ventilation Equipment Tender	19.88
25210 - Water Treatment Plant Operator	21.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.39
27007 - Baggage Inspector	11.54
27008 - Corrections Officer	26.94
27010 - Court Security Officer	26.74
27030 - Detection Dog Handler	15.49
27040 - Detention Officer	26.94
27070 - Firefighter	24.94
27101 - Guard I	11.54
27102 - Guard II	15.49
27131 - Police Officer I	26.94
27132 - Police Officer II	29.94

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.88
28042 - Carnival Equipment Repairer	11.32
28043 - Carnival Equipment Worker	9.47
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	15.38
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	21.39
29042 - Stevedore II	22.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.17
30021 - Archeological Technician I	18.65
30022 - Archeological Technician II	20.86
30023 - Archeological Technician III	25.84
30030 - Cartographic Technician	25.84
30040 - Civil Engineering Technician	25.55
30061 - Drafter/CAD Operator I	18.65
30062 - Drafter/CAD Operator II	20.86
30063 - Drafter/CAD Operator III	23.26
30064 - Drafter/CAD Operator IV	28.63
30081 - Engineering Technician I	19.15
30082 - Engineering Technician II	21.49
30083 - Engineering Technician III	24.04
30084 - Engineering Technician IV	29.79
30085 - Engineering Technician V	36.44
30086 - Engineering Technician VI	37.46
30090 - Environmental Technician	18.48
30210 - Laboratory Technician	19.92
30240 - Mathematical Technician	25.84
30361 - Paralegal/Legal Assistant I	17.85
30362 - Paralegal/Legal Assistant II	22.12
30363 - Paralegal/Legal Assistant III	27.06
30364 - Paralegal/Legal Assistant IV	32.73
30390 - Photo-Optics Technician	25.84
30461 - Technical Writer I	22.06
30462 - Technical Writer II	26.98
30463 - Technical Writer III	33.08
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.91
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.26
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.34
31030 - Bus Driver	16.73
31043 - Driver Courier	16.62
31260 - Parking and Lot Attendant	10.85
31290 - Shuttle Bus Driver	17.39
31310 - Taxi Driver	12.54

31361 - Truckdriver, Light	17.39
31362 - Truckdriver, Medium	20.24
31363 - Truckdriver, Heavy	22.34
31364 - Truckdriver, Tractor-Trailer	22.34
99000 - Miscellaneous Occupations	
99030 - Cashier	10.21
99050 - Desk Clerk	10.47
99095 - Embalmer	25.38
99251 - Laboratory Animal Caretaker I	11.10
99252 - Laboratory Animal Caretaker II	11.61
99310 - Mortician	27.92
99410 - Pest Controller	18.06
99510 - Photofinishing Worker	13.18
99710 - Recycling Laborer	18.08
99711 - Recycling Specialist	20.60
99730 - Refuse Collector	16.80
99810 - Sales Clerk	12.42
99820 - School Crossing Guard	9.87
99830 - Survey Party Chief	20.38
99831 - Surveying Aide	10.53
99832 - Surveying Technician	16.55
99840 - Vending Machine Attendant	13.86
99841 - Vending Machine Repairer	17.25
99842 - Vending Machine Repairer Helper	14.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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 ordinance, 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.