

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 67	
2. CONTRACT NUMBER DE-EM0000842/DE-DT0002936		3. SOLICITATION NUMBER DE-SOL-0001300	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/17/2010	6. REQUISITION/PURCHASE NUMBER 12EM000188
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LISA L. RAWLS	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS lisa.rawls@emcbc.doe.gov
		AREA CODE 513	NUMBER 246-0059	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%) NET 30	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 838285914	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
PORTAGE, INC. Attn: MICHAEL J. SPRY 1075 S. UTAH AVE. SUITE 200 IDAHO FALLS ID 834023325			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$121,196,316.00	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM See Sect G.
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24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 03001	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
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26. NAME OF CONTRACTING OFFICER (Type or print) Joseph G. Werbrich	27. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	28. AWARD DATE 11/4/2011
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0000842/DE-DT0002936

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NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Tax ID Number: 82-0453796 DUNS Number: 838285914 This task order under the Environmental Management Nationwide ID/IQ - Set Aside contract is a Cost-Plus-Award-Fee (CPAF) type task order for Environmental Remediation, including excavation and transportation of Residual Radioactive Material (RRM), with a Fixed Unit Price component associated with the disposal of the RRM at Crescent Junction, including the interim and final cover. Delivery Location Code: 03001 EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202</p> <p>Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202</p> <p>Fund: 01751 Appr Year: 2012 Allottee: 33 Report Entity: 490812 Object Class: 25200 Program: 1111507 Project: 0004382 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 11/04/2011 to 09/30/2016</p> <p>CLIN 0001 - Contract Transition Period</p> <p>Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services</p> <p>Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement.</p> <p>Delivery: 60 Days After Award</p> <p>CLIN 0002 - Maintenance, Excavation and Transportation Cost Plus Award Fee</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0000842/DE-DT0002936

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NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: \$ [REDACTED] Incrementally Funded Amount: \$0.00 Delivery: 09/30/2016 CLIN 0003 - Disposal Cell Placement and Compaction				[REDACTED]
00003	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: \$ [REDACTED] Incrementally Funded Amount: \$0.00 Delivery: 09/30/2016 CLIN 0004 - Disposal Cell Interim Cover				[REDACTED]
00004	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: [REDACTED] Incrementally Funded Amount: \$0.00 Continued ...				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00005	Delivery: 09/30/2015 CLIN 0005 - Disposal Cell Final Cover Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is: \$ [REDACTED] Incrementally Funded Amount: \$0.00 Delivery: 09/30/2016				[REDACTED]

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SECTION B - SERVICES AND PRICES/COSTS

Section B of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

B.4 TASK ORDER TYPE

This task order under the Environmental Management Nationwide ID/IQ – Set Aside contract is a Cost-Plus-Award-Fee (CPAF) type task order for Environmental Remediation, including excavation and transportation of Residual Radioactive Material (RRM), with a Fixed Unit Price component associated with the disposal of the RRM at Crescent Junction, including the interim and final cover. The contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except for the Government Furnished Services/Items identified in Attachment J-C and Services Provided by the Technical Assistance Contractor as identified in Attachment J-E) and otherwise do all things necessary for or incident to performing all the requirements of this task order.

This task order applies performance based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient and measureable work.

B.5 ESTIMATED COST, BASE FEE, AND AWARD FEE AND FIXED UNIT RATE PRICE

CLIN 0001 – Contract Transition Period– See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is anticipated to be sixty (60) days. No fee is payable for the contract transition period.

Estimated Cost \$ _____

CLIN 0002 – Maintenance, Excavation & Transportation Cost Plus Award Fee – See Section C (excludes PWS Section C.2.6). The total fee (base and award) shall not exceed fee ceiling set forth in the basic contract.

Estimated Tons Excavated and Transported	_____
Estimated Cost	\$ _____
Base Fee (2% of Estimated Cost)	\$ _____
Total Available Award Fee	\$ _____
**Total Cost Plus Available Award Fee	\$ <u>89,541,748</u> **includes base fee

*Total tons excavated and transported over the period of performance.

Firm Fixed Unit Price Components

CLIN 0003 - Placement and Compaction – See Section C, PWS C.2.6.1, Disposal Cell Placement and Compaction. The Annual Firm Fixed Unit Rates are the rate per ton for the design, excavation and construction of the disposal cell, placement and compaction of RRM and shall include all cost and profit for the performance of all work activities at Crescent Junction other than interim and final cell cover activities identified below. The Extended Price is the Firm Fixed Unit Rate multiplied by the estimated quantity over the period of performance for the contract.

CLIN	Fiscal Year	Firm Fixed Unit Rate/ton	Estimated Quantity (in tons)	Extended Price	Ordered Quantity (in tons)*	Ordered Extended Price*
0003	1	\$ [REDACTED]	487,500	\$ [REDACTED]		
	2	\$ [REDACTED]	650,000	\$ [REDACTED]		
	3	\$ [REDACTED]	650,000	\$ [REDACTED]		
	4	\$ [REDACTED]	650,000	\$ [REDACTED]		
	5	\$ [REDACTED]	650,000	\$ [REDACTED]		
	Total		3,087,500			

*To be completed by Contracting Officer at the time of order placement.

CLIN 0004 – Interim Cover - See Section C, PWS C.2.6.2, Disposal Cell Interim Cover. The Firm Fixed Unit Rate is the rate per cubic yard (cy) to construct the interim cover for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity (in cy)	Extended Price	Ordered Quantity (in cy)	Ordered Extended Price
0004	4	\$ [REDACTED]	81,105	\$ [REDACTED]		

* The Firm Fixed Unit Rate shown above is in FY 4 (October 1, 2014 – September 30, 2015) dollars; therefore, when DOE orders a quantity associated with the interim cover, The Fixed Unit Rate per cubic yard will be adjusted for escalation only.

CLIN 0005 – Final Cover - See Section C, PWS C.2.6.3, Disposal Cell Final Covers. The Firm Fixed Unit Rate is the rate per cubic yard to construct the final cover (Radon Barrier, Bio-Intrusion, Frost Protection, and Cap Rock) for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity (in cy)	Extended Price	Ordered Quantity (in cy)	Ordered Extended Price
0005	5	\$ [REDACTED]	648,635	\$ [REDACTED]		

* The Firm Fixed Unit Rate shown above is in FY 5 (October 1, 2015 – September 30, 2016) dollars; therefore, when DOE orders a quantity associated with the final cover, the Fixed Unit Rate per cubic yard will be adjusted for escalation only.

B.6 ANTICIPATED FUNDING PROFILE

The contractor shall assume a funding profile of \$27M annually for fiscal years 2-5 that follow the government fiscal year starting with October 2012 and going through September 30, 2016. For the first FY (January 1, 2012 through September 30, 2012) the contractor shall assume a funding profile of \$20.25M. For the Transition Period, the contractor shall assume a funding profile of \$1M.

Transition	FY 1	FY 2	FY 3	FY 4	FY 5	Total
\$1M	\$20.25M	\$27	\$27	\$27	\$27	\$129.25

The provided funding profile is associated with CLINs 0001, 0002, and 0003 only. It represents the government's estimate as of the date of the task order of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. Task order transition costs shall be included as part of the total cost of the PWS. The provided funding profile covers the estimated cost, base fee, award fee and firm fixed unit rates described in Section B.5 for CLINs 0001, 0002, and 0003.

B.7 BASE AND AWARD FEE (Applicable to CLIN 0002)

- (a) The contractor shall not earn any fee for contract transition.
- (b) Upon assumption of responsibility for the work under this task order (i.e., after the Transition Period), the base fee will be paid for satisfactory performance on a monthly basis after submittal of an appropriate invoice. Payment of base fee is subject to the requirements of Section I.117 DEAR 952.223-77 Conditional Payment of Fee or Profit – Protection of Workers Safety and Health (JAN 2004).

- (c) The total available award fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or Performance Based Incentives (PBIs). Award fee available for each period is as set forth in the Award Fee Plan.

Provisional payment of a proportional monthly amount of up to 50% of the available award fee for the period may be authorized by the Contracting Officer once the contractor has submitted and received DOE approval of its Performance Baseline. The Contracting Officer may increase its proportional monthly provisional payment of award fee up to 75% after the contractor has submitted and received approval of its Earned Value Management System (EVMS). Note: These payments are at the discretion of the Contracting Officer and are provisional in nature (i.e., award fee is not actually earned until the FDO has issued a Fee Determination, at which time the contractor shall immediately repay any provisional amount overpaid, or invoice for the balance of fee determined as appropriate).

B.8 OBLIGATION OF FUNDS

- (a) Applicable to CLINs 0001 and 0002: Pursuant to the clause in Section I.166, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$121,196,316 have been allotted for obligation and are available for payment of services provided from the effective date of this contract through September 30, 2016.
- (b) Should the anticipated excavation, transportation and placement and compaction quantities in total increase or decrease by an estimated 15% or greater as priced in the task order, the contractor and government will enter into good faith negotiations to revise the fee pool for CLIN 0002 and the Firm Fixed Unit Rate for CLIN 0003. For increased or decreased quantities, the contractor is entitled to a change in contract estimated cost for CLIN 0002 and the extended price for CLIN 0003.
- (c) For CLIN 0003 Placement and Compaction - The government does not anticipate fully funding the entire ordered quantity at the time of award. The government will order and fund the disposal operations and all activities at Crescent Junction on a yearly basis subject to the funding being available at the beginning of each fiscal year. If funding is provided to the project office in increments throughout the year, the government will order and fund the disposal operations and all activities at Crescent Junction commensurate with the quantity being excavated and shipped under CLIN 0002.
- (d) For CLIN 0004 and CLIN 0005 Interim Cover and Final Cover, respectively - the government will incrementally fund the CLINS based on the quantity of interim and final cover ordered per the government's requirements associated with the need to place interim and final cover. The total estimated quantity is based on the anticipated quantity required to complete each cover. If the estimated quantities change by an estimated 15% or greater as priced in

this task order, the contractor and the government may enter into good faith negotiations to revise the fixed unit rate per cubic yard.

- (e) For CLINs 0003, 0004 and 0005, there is no minimum order quantity under this task order. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the 75% of the ordered quantity for each of the CLINs will be reached. In no case is the Contractor authorized to expend funds in excess of what has been placed on the task order.

B.9 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) After transition, a Notice to Proceed will be provided to the contractor authorizing the start of work activities. Once the contractor receives the Notice to Proceed, the contractor is authorized to start performance of the work regardless of whether the Performance Measurement Baseline has been approved, subject to the limitations of the Section B.8 clause, Obligation of Funds.
- (b) The contractor shall not be entitled to earn fee for work not authorized by the CO.

B.10 ADVANCED UNDERSTANDING - CHANGES TO TASK ORDER COST AND FEE

The contractor is responsible for total performance under this task order, including methods to perform all work. For all task order work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the base and/or award fee and/or the firm fixed unit rate of the task order.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

For the purposes of this clause, the term company shall include universities and non-profit organizations.

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract

for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.

- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship or under an approved Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract, or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms

SECTION C - PERFORMANCE WORK STATEMENT MOAB REMEDIAL ACTION CONTRACT (RAC) PROJECT

C.1 Moab Project OVERVIEW AND OBJECTIVES

C.1.1 Background

The DOE Moab Project Site is approximately 3 miles northwest of the City of Moab in Grand County, Utah, and includes the former Atlas uranium-ore processing facility. The site is situated on the west bank of the Colorado River at the confluence with Moab Wash. The site encompasses approximately 435 acres, of which approximately 130 acres are covered by the uranium mill tailings pile.

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the Uranium Mill Tailings Radiation Control Act (UMTRCA). When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium tailings or residual radioactive material (RRM) (the term *RRM* is used throughout the PWS to reference the tailings and other contaminated materials from former uranium/vanadium processing) and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

Atlas proposed to reclaim the tailings pile for permanent disposal in its current location. As a result of the Atlas proposal, the NRC developed an *Environmental Impact Statement* (EIS) that focused primarily on on-site reclamation of the mill tailings. Atlas declared bankruptcy in 1998. In doing so, they relinquished their license and forfeited its reclamation bond. Because NRC could not legally possess a site it regulated, NRC appointed PricewaterhouseCoopers as the trustee of the Moab Mill Reclamation Trust and the licensee for the site. The trustee used the forfeited reclamation bond funds to initiate site reclamation, conduct ground water studies, and perform site maintenance activities.

The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act) stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM 3.2 Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA

shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated DOE's remediation decision-making process and related technical issues. DOE approved the *Final Environmental Impact Statement* (FEIS) on July 25, 2005 which fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the tailings and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005. An Amended Record of Decision for the Remediation was approved in February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck. In June 2007, DOE awarded a task order which required design and installation of waste handling systems, moving RRM from Moab to Crescent Junction site, design and construction of the disposal cell in Crescent Junction, construction and operation of the RRM off loading facility, and operation of the disposal cell for final disposition of the RRM at Crescent Junction. DOE is conducting ongoing site operations, including RRM excavation, transportation, and disposal and maintenance activities

C.1.2 Moab Project Description

The Moab project scope consists of relocating tailings and associated wastes presently at the Moab Site to the disposal cell located at the Crescent Junction Site, reclaiming the Moab Site to the appropriate standards, including demolition of all man-made structures, and the remediation of any contaminated vicinity properties.

The Moab project scope for the Remedial Action Contract (RAC) can be divided into four general categories: (1), activities related to RRM excavation and conditioning and filling of intermodal containers at the Moab site, (2) transporting RRM from Moab to Crescent Junction, (3) disposal of the RRM at Crescent Junction, including interim and final cover placement, and (4) reclaiming the Moab site to appropriate standards, including demolition of man-made structures.

C.1.3 Contract Purpose and Objectives

The purpose of this contract is to continue making substantial progress towards remediation of remaining RRM including the remediation of the tailings pile, off-pile material, demolition of any man-made structure, remediation of contaminated sub-pile below the tailings, and the remediation of any remaining vicinity properties at the Moab Site in Utah.

The contract objectives are:

- Continue remediation of the site to achieve the appropriate surface cleanup standards as specified in 40 Code of Federal Regulations (CFR) Part 192; Subparts A, B, and C, and to dispose of RRM in the NRC approved disposal cell near Crescent Junction, Utah.
- Continue meeting the requirements of the Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, September 2005 and the Amended Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck. DOE is sensitive to both the strong stakeholder desire that the majority of the RRM be transported by rail and the continued utilization of the current basic approach and infrastructure.
- Safely achieve contract objectives.

C.2 Description of Project Performance Requirements

The contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except for Government Furnished Services/Items identified in Attachment J-C and Services Provided by the Technical Assistance Contractor as identified in Attachment J-E), and otherwise do all things necessary to accomplish work in a safe, integrated, effective and efficient manner consistent with the PWS. In performing the work, the contractor shall comply with all applicable DOE orders and Local, State and Federal regulations, and comply with the Interface Requirements Matrix and Government Furnished Services provided in Section J, Attachment E.

C.2.1 Task Order Transition

The contractor shall perform all transition activities consistent with all DOE requirements. Transition activities to be performed include, but are not limited to:

- The contractor shall submit a Task Order Transition Plan for DOE approval. The Task Order Transition Plan must include a description of all necessary transition activities, involved organizations, transition schedule including milestones, and the planned strategy for developing required documents.
- The contractor shall provide a weekly status of transition activities to DOE. The contractor shall establish routine status meetings with DOE and other organizations and contractors to review transition activities and issues. The frequency of the meetings should increase as the end of contract transition period approaches. The contractor shall coordinate directly with incumbent contractor, DOE, and other organizations and contractors to finalize any transition agreements required to assume full responsibility.

- The contractor shall conduct a Readiness Assessment and submit verification of readiness assessment to DOE, to assume full responsibility for contract requirements. A successful verification of readiness by DOE will lead to a Notice to Proceed.
- The contractor shall conduct a joint reconciliation of the government property inventory with the incumbent contractor(s) and DOE. This information shall be used to provide a property baseline for this contract, as well as information to closeout predecessor contracts.
- The contractor shall submit a Performance Management Baseline (PMB) in accordance with DOE Order 413.3B within 120 days of task order award and updated as necessary.
- The contractor shall develop and maintain its plans, procedures, programs, etc. for DOE approval. Contractors have three options for complying with this contract requirement:
 - With DOE approval, develop and submit for DOE approval new plans, procedures, programs, etc.;
 - With DOE approval, adopt the existing DOE-approved plans, procedures, programs, etc.; or
 - With DOE approval, modify and submit for DOE approval the prior contractor's DOE-approved plans, procedures, programs, etc.

C.2.2 Facility/Ground Maintenance

The contractor shall develop, document, and maintain a Facility/Ground Maintenance program that includes maintenance and operations as appropriate for all areas, facilities, and structures that are within the contractor's responsibility. The activities shall be tailored during the contract life-cycle in accordance with DOE Order 430.1B, Real Property Asset Management, and 10 CFR 851, Worker Safety and Health Program. Areas that will require site maintenance include, but are not limited to, the Former Atlas Legacy Building, Container Lidding Building, trailers, fencing, water systems located at Moab, sediment ponds/basins, other ponds and basins (excluding the evaporation pond and clean water construction ponds), rail and associated structures, haul roads, ditches and bridges, underpass, transformers, utility poles, etc. The contractor shall perform all facility/ground maintenance activities including, but not limited to, the following:

- Perform periodic facility inspections, including equipment and/or structure to assess facility structural integrity;
- Perform daily activities required to sustain property in a condition suitable for its designed purpose;
- Conduct preventative, predictive, and corrective maintenance actions;

- Maintain all trailers and trailer staging area (including utilities);
- Evaluate and implement utility optimization plans including re-routing of the utilities in conjunction with the decontamination and decommissioning of man-made structures; and
- Provide Site Maintenance Activities (e.g., erosion control, equipment maintenance, etc.).

C.2.3 Excavation and Handling at Moab

C.2.3.1 Excavation of RRM

The work under this section includes all excavation activities, including debris, necessary for operating and maintaining the existing waste management and waste handling systems/methods to remove the RRM and other waste. The RRM excavated and shipped shall be comprised of approximately equal volumes of sands, slime, and transition material. The tailings impoundment was constructed in the years from 1956 – 1984 using a ring construction method. The tailings were slurried to the impoundment area and then distributed through spigots on the exterior of the pile. The courser grained material was deposited first creating the perimeter of the tailings impoundment with increasingly finer grained materials remaining suspended in the slurry to form the interior portions of the pile.

The pile tailings material is classified into three types as follows:

- Sand Tailings – less than 30% fines (minus 74 microns)
- Transitional Tailings – greater than 30% and less than 70 %
- Slimes Tailings – greater than 70 % fines

The contractor shall prepare and submit an excavation plan for the Moab site which includes, but is not limited to, the details of the planned excavation method, the excavation sequence, mixing of slimes and sands, segregation of oversize materials, and water management, including evaporation pond. RRM may be directly shipped to Crescent Junction; however, mixing of sands and slimes may be necessary in order to achieve acceptable moisture levels in the approximate range of moisture requirements identified in the Remedial Action Plan (RAP) for disposal at Crescent Junction and to minimize RRM carry back in containers. Spreading the RRM in contaminated areas of the Moab project site or conditioning of RRM within the 100 year floodplain shall be conducted ONLY with the prior written approval of the Contracting Officer. The

contractor shall not condition RRM on the floor of the tailings pile that has been verified as being remediated.

The contractor will be responsible for the identification, characterization, packaging, transportation and disposal of any waste, including secondary waste, that may be generated based on its technical approach. The contractor shall manage and provide waste management support activities. Any waste that requires special handling, such as waste oil and non-RRM, shall be managed in accordance with the Moab Waste Management Plan. The Waste Management Plan shall be maintained and updated as necessary.

The off-pile soils originally comprised 305 acres; to date approximately 111 acres have been remediated and verified clean. The off-pile contaminated soils are wind deposits from the tailings pile and are very consistent across the site. The map entitled "Moab Non-Pile Soils Remediation", shows off-pile areas including the areas that were remediated. Vicinity Properties (VP) are property separate from DOE Uranium Mill Tailings Remedial Action (UMTRA) in the local community where RRM originated from the former Atlas mill site and has been placed/transported to these properties through past activities. The contractor shall excavate and remediate these areas upon DOE's determination that additional work is necessary for these areas.

The contractor shall evaluate project waste management options and disposition D&D wastes consistent with requirements of regulatory agreements. Debris and other building material shall be sized in accordance with the NRC approved Remedial Action Plan. Oversize material will be transported from the Moab site to Crescent Junction using trucks.

In accordance with the approved procedures, the contractor shall monitor, track, and document data on RRM excavated, shipped, and disposed and shall submit an annual Interim Completion Reports on RRM excavated and disposed. This data shall be provided to the Technical Assistance Contractor (TAC) and DOE as required.

The contractor is responsible for excavating and relocating RRM at the Moab project and reclaiming the Moab site to the appropriate standards. The contractor shall control surface water erosion to the maximum extent practicable and re-vegetate the site and surrounding areas, as required.

Work under this section includes excavation of the Tailing Piles. The original tailings pile was 130 acres; to date, approximately ten acres have been remediated. The contractor shall excavate RRM in the sub-pile, if necessary, in order to meet remediation standards of 40 CFR192, Subpart A. The sub-pile is estimated to be 2 feet below the floor (defined by the interface of the lower section of the tailings and upper section of the native undisturbed stratigraphy), and are the tailings that meet 5 or 15 pCi/g as

defined in 40 CFR192, Subpart A. Within the southwest corner of the tailing pile are the former mill site buildings and facilities. This debris was estimated to be 36,000 cubic yards and may be composed of steel beams, concrete slabs, concrete blocks, piping, sheet metal, and demolished milling equipment. In conjunction with the Former Atlas Mill Debris, there are vertical band drains (wicks) and manifolds located a few feet below the surface near the center of the tailings pile. Some of the debris may be *Oversize Material* in relationship to the requirements and specification of the RAP.

C.2.3.2 RRM Handling at Moab Site

The contractor shall ensure safe, efficient, and cost effective transfer of RRM in accordance with the ROD. The contractor is responsible for all aspects of the handling activities at Moab site including, but not limited to, movement of excavation equipment, trucks, container stackers, etc. in all areas including haul roads and all activities taking place at rail sidings. The contractor shall:

- Operate and maintain the material handling systems at Moab;
- Load RRM into containers;
- Manage and operate container movement;
- Conduct lidding and de-lidding operations
- Decontaminate the RRM containers as appropriate for transport;
- Haul RRM to Moab rail siding;
- Load and unload the containers onto/from the trucks;
- Load and unload containers onto/from the rail cars;
- Measure and record the carry back of RRM in containers returning from Crescent Junction. Ensure there is no more carry back than 1% by volume.

C.2.3.3 Evaporation Pond and Clean Water Construction Ponds

The contractor shall operate and maintain the evaporation and clean water construction ponds at the Moab Site. The evaporation ponds on top of the tailings pile collect contaminated groundwater from ground water wells operated by the TAC and can be used to manage of tailings pore fluids. The contractor shall use the evaporation ponds water for dust control within the contamination area at Moab site. All other dust control shall be performed using water from the clean water construction pond.

C.2.4 Demolition of Man-Made Structures

The decontamination and decommissioning (D&D) of work shall be performed and completed consistent with regulatory agreements and decisions that may

include consideration of specific buildings for re-use. The D&D of existing facilities includes all *man-made structures*, and generally includes the following activities: regulatory document preparation, characterization, material removal and hazardous material abatement activities, deactivation (utilities isolation, re-routing of the utilities, etc.), removal of equipment, and demolition of structures/components. The debris generated as a result of demolition activities is considered RRM and the current disposition path for this waste is at the Crescent Junction disposal cell in accordance with the RAP.

The contractor is responsible for all the activities required to D&D and remediate any man made ancillary structures that are associated with the relocation and disposal of the RRM. This may include, but not be limited to, Former Atlas Legacy Building, Container Lidding Building, the construction water system, rail and associated structures, the evaporation pond, haul roads, sediment ponds/basins, other basins and ponds, transformers, trailers, utility poles, etc.

The contractor shall remove and remediate these man made ancillary facilities upon DOE's determination that they are no longer needed or are hindering excavation, transportation and disposal progress.

DOE, in consultation with other agencies and stakeholders, might elect to keep a portion of the ancillary structures and facilities for future use. The contractor will verify the list of ancillary structures and facilities with DOE prior to commencing work.

The facility D&D work is to include demolishing all man-made structures/components including building slabs and below-grade structures. The D&D of below-grade man-made structures shall be coordinated with site cleanup requirements and the subsequent remediation of mill tailings. The initial phase of a facility D&D will generally address above-grade structures; if soil remediation is required and is not performed immediately, the contractor shall perform appropriate activities to stabilize the area and prevent surface water accumulation in sub-grade structures. Stabilization of the area may include leaving the building slab in place until the area is ready for below-grade D&D and remediation of contaminated media.

C.2.5 Transportation

The contractor shall comply with the September 2005 Moab Uranium Mill Tailings ROD, the Amended ROD dated February 2008, and any future amendments to transport materials. The contractor shall be responsible for entering into arrangements with Union Pacific for the transportation of the RRM. Oversized materials and/or debris that cannot be shipped by rail shall be transported to the Crescent Junction disposal cell by truck.

The RRM shall be transported in accordance with the U.S. Department of Transportation special permits (DOT/SP/14283) for the transportation of radioactive materials and all applicable plans, permits, rules, and regulations.

The contractor shall:

- Submit Transportation Plan;
- Maintain and renew as necessary all applicable permits associated with rail and highway transportation;
- Make all necessary arrangements with Union Pacific and the Utah Department of Transportation (UDOT) for rail and highway transportation.
- In accordance with the existing Union Pacific agreement, maintain and perform repairs, as necessary, to the rail line at the EmKay (Moab) site and Brendel (Crescent Junction) site;
- Transport RRM from the tailings pile, off-pile, and vicinity property in accordance with the ROD and any amendments;
- Transport D&D debris from the Moab site;
- Haul oversized material and all debris from the former mill site and facilities from Moab to Crescent Junction by truck, providing trucks, trailers, or other appropriate equipment as necessary.

C.2.6 Crescent Junction Operations

C.2.6.1 Disposal Cell Placement and Compaction

The contractor shall conduct all disposal cell operations at Crescent Junction in accordance with the Final Remedial Action Plan (RAP), approved by the NRC.

The contractor is responsible for all aspects of the disposal activities at Crescent Junction including, but not limited to, movement of excavation equipment, trucks, container stackers, etc., in all areas including haul roads, the disposal cell, and all activities taking place at the rail facilities. The contractor shall manage and operate the movement of the containers, trucks, and equipment in complete coordination with rail car and/or truck loading/unloading activities, container dumping, tailings and debris placement, and disposal cell excavation.

The contractor is responsible for preparation and disposal of all RRM wastes generated from remedial action in this PWS. This includes design, excavation and construction of the disposal cell, and placement and compaction of RRM. The contractor is responsible for ensuring that excavation and placement of the waste is proportional to the amount of RRM identified in this PWS for removal from the Moab site. The contractor shall minimize the stockpiling of the RRM at Crescent Junction.

The contractor is responsible for Operations and Maintenance (O&M) of the existing Construction Water System, including the pipeline from the

Green River and the pond at Crescent Junction, for dust control and any other activities at Crescent Junction requiring water.

The contractor shall perform all activities related to the placement and compaction of RRM including, but not limited to:

- Comply with the approved RAP and subsequent RAP modifications;
- Haul RRM containers from the Crescent Junction rail siding to disposal cell;
- Load and unload containers onto/from the rail cars and/or trucks;
- Design, Excavate and construct disposal cell;
- Manage RRM moisture content to achieve the RRM placement criteria;
- Install and maintain standpipes per the RAP;
- Place and compact waste (RRM, off-pile, etc.) and debris in accordance with requirements of the NRC-approved Remedial Action Plan;
- Control surface water erosion to the maximum extent practicable;
- Operate and maintain and expand as necessary the Construction Water System; and
- Perform dust control activities.

C.2.6.2 Disposal Cell Interim Cover

The contractor shall construct the interim cover complying with the approved RAP and subsequent RAP modifications. Any proposed changes to disposal cover materials (i.e., material source selection) must meet NRC Remedial Action Plan requirements and must have DOE approval.

C.2.6.3 Disposal Cell Final Covers

The contractor shall construct all layers of the remaining covers (beginning with the radon barrier) complying with the approved RAP and subsequent RAP modifications including re-vegetation of the disposal cell and surrounding areas, as required. Any proposed changes to disposal cover materials (i.e., material source selection) must meet NRC Remedial Action Plan requirements and must have DOE approval.

C.2.7 Project Support

The contractor shall provide all project support necessary for performance of this contract. This is an ongoing activity.

C.2.7.1 Regulatory Compliance

The Moab project is regulated by the NRC under Title I of the Uranium Mill Tailings Radiation Control Act of 1979. The State of Utah has no regulatory authority with regards to the management and disposition of RRM. However, there are numerous other site activities that fall under the purview of State regulations (fugitive dust emissions, storm water pollution prevention, etc.). To the extent the contractor is responsible for activities conducted under this PWS, the contractor shall ensure that both the Moab and Crescent Junction sites, as well as the contractor's activities, are compliant with all applicable laws and regulations. The contractor shall obtain and administer all required permits and agreements necessary to complete the requirements of this PWS.

The Moab Uranium Mill Tailings ROD, dated September 2005, and the Amended Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, February 29, 2008 is applicable to Moab and Crescent Junction activities.

The Final Remedial Action Plan (RAP) was approved by the NRC in August 2008. The contractor shall construct and excavate the cell per the Final RAP for the disposal of RRM at Crescent Junction. The contractor shall place the RRM in the Crescent Junction disposal cell in accordance with the NRC approved final RAP. Any proposed deviations from the Final RAP shall be submitted to DOE for DOE and NRC for approval.

The contractor shall:

- Obtain and administer all required permits and agreements necessary to complete the requirements of this PWS;
- Verify the soil cleanup standards in 40 CFR192 have been met;
- Support independent verification by TAC and/or other outside entity (e.g., ORISE) of soil remediation;
- Submit a completion report for each off-pile area to DOE within 60 days after verification sampling is completed;
- Apply "supplemental standards" (40 CFR 192-21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and the NRC and applied accordingly by the contractor;
- The contractor shall perform activities required for environmental monitoring and reporting for the Moab Project Site.
- Conduct all operations in accordance with the Storm Water Pollution Prevention Plan (SWP3) at the Moab site and Crescent Junction site;

- Submit a monthly inspection report per the SWP3;
- Submit an inspection report after each significant precipitation event. Control dust at the Moab and Crescent Junction sites via water: contractor shall aggressively manage and maintain a “zero visible” level;

C.2.7.2 Site Access Control

The contractor is responsible for ensuring security of the sites. The contractor shall provide security guard coverage 24 hours/7 days per week at both the Moab site and Crescent Junction site to safeguard property and control access to the sites and the radiologically contaminated areas.

The contractor shall:

- Provide security guard coverage for Moab and CJ sites, 24 hours/7 days per week;
- Control access to sites;
- Control access when necessary to vicinity property(ies) as directed by the CO.

C.2.7.3 Site Support

The contractor is responsible for providing support to accomplish remedial action at the site safely and efficiently and providing support to DOE as necessary for data calls. The contractor shall:

- Provide information, documentation, and other assistance to DOE as required in responding to issues regarding both sites, such as mineral rights, water rights, Bureau of Land Management (BLM) and Department of Transportation (DOT) processes, and other similar issues that pertain to the contractor’s activities at the sites;
- Provide support to public involvement and stakeholder interaction;
- Provide support to the TAC in its planning for development of the Long-Term Surveillance Plan;
- Provide janitorial services for Moab and Crescent Junctions sites; and
- Provide laundering of required PPE.

C.2.7.4 Project Management and Project Control

The contractor shall perform all activities to develop and maintain a project management system in accordance with clause H.17, Project Control Systems and Reporting Requirements for both the scope of work under this contract and the anticipated project environmental restoration

lifecycle.

The contractor shall ensure the PMB remains aligned with the task order terms to include scope, cost and schedule. The contractor shall ensure timely response to task order modifications and declaration of changed conditions, through the submission of appropriate technical and cost proposals to maintain alignment of the PMB with the task order.

C.2.7.5 Environment, Safety, Health, and Quality

The contractor shall be responsible for establishing and maintaining an ESH&Q program (including site air monitoring program and emergency management) to ensure protection of the workers, the public, and the environment consistent with 10 CFR851, 10 CFR 830, and 10 CFR 835. The ESH&Q program shall be operated as an integral, but visible part of how the contractor conducts business. This includes prioritizing work planning and execution, establishing clear ESH&Q priorities, allocating resources to address programmatic and operational considerations, collecting and analyzing monitoring data, and addressing all hazards for all operations and work. The contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ESH&Q performance.

The contractor shall:

- Implement, and maintain an ESH&Q program including robust H&S plans;
- Implement and enforce the contractor's ESH&Q program and plans to subcontractors;
- Implement and maintain Emergency Management Program consistent with DOE O 151.1C;
- Implement and maintain the Site Air Monitoring Program; and
- Provide a quarterly site air monitoring report.

Integrated Safety Management System (ISMS)

The contractor shall implement the ISMS program that complies with the Section I Clause, Integration of Environment, Safety, and Health into Work Planning and Execution, and DOE Order 450.1A. The contractor's ISMS program shall ensure all work is performed safely and in a compliant manner that assures the workers, public, and environment are protected from adverse consequences. The contractor shall periodically review and continuously improve the ISMS.

The ISMS program shall include a lessons learned program that is compliant with DOE Order 210.2. The lessons learned program shall be structured to identify and apply available lessons in safety, quality and performance to this project as well as to capture, document, and provide lessons learned from this project for future application by others. The

ISMS Program shall be subject to an annual verification review conducted by DOE.

The contractor shall:

- Develop ISMS plan to control and authorize work including lessons learned program compliant with DOE O 210.2.
- Integrate effective safety program throughout the entire work planning and execution process;
- Track and measure safety metrics;
- Ensure effective on-the-job training;
- Perform detailed job safety analysis or equivalent for each task;
- Perform detailed work package for each task.

Radiation Protection, Radiological Site Services

The contractor shall maintain a Radiation Protection Program compliant with 10 CFR 835. The contractor shall develop and maintain its own radiological site services (RSS) programs for DOE approval or adopt an existing DOE approved RSS program. In the RSS programs, the contractor shall include all DOE technical support, dosimetry data, and records necessary to demonstrate compliance with the required radiological monitoring and to verify the adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.

RSS includes, but is not limited to, the following components: the Moab Project Site Dosimetry Program, the Moab Project Site Internal Dosimetry Program, the Moab Project Site Instrumentation Program, and the Moab Project Site Radiological Records Program.

Industrial Hygiene

The contractor shall perform work in accordance with 10 CFR 851. The contractor's safety program shall include the appropriate hazard analyses, work permits (as applicable), industrial hygiene monitoring, and trained safety specialists. The contractor shall manage and perform work in accordance with a documented safety management system.

Quality Assurance/Quality Control

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

The contractor is responsible for maintaining a Quality Assurance program in accordance with DOE Order 226.1A *Implementation of Department of Energy Oversight Policy*. The contractor's QA program shall cover the operational aspects such as environment, safety, and health; safeguards and security; emergency management; and business operations.

The contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the contractor.

C.2.7.6 Records Management

The contractor shall implement a records management program consistent with the Records Management Plan developed by the TAC and in compliance with the requirements for managing records in all formats, including early capture and control throughout their lifecycle in accordance with DOE O 243.1, Records Management Program, and DOE O 243.2, Vital Records.

The contractor shall be responsible for developing and maintaining sound document control systems and processes ensuring efficient tracking and retrieval of documents and information. The contractor shall support DOE compliance with the Freedom of Information Act (FOIA), Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), and litigation discovery efforts including document scanning and records retrieval from on-site storage facilities.

SECTION D - PACKAGING AND MARKING

Section D of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

D.3 MATERIAL/WASTE PACKAGING

All material/waste packaged shall be in compliance with all regulatory and statutory Federal, State, and local and any other requirements stated in the Task Order.

SECTION E - INSPECTION AND ACCEPTANCE

Section E of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

E.8 ACCEPTANCE

Additionally, before final acceptance by the government can occur, the contractor shall have decontaminated and/or removed all equipment, excess materials, and supplies from the work area. The DCO's final acceptance will not be issued until **all** work is accomplished under this Task Order.

SECTION F - DELIVERIES OR PERFORMANCE

Section F of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

F.7 PLACE OF PERFORMANCE

The place of performance for the resulting Task Order is the Moab Project Site, the Crescent Junction Site, and the disposal cell area.

F.8 TASK ORDER TERM

The period of performance shall be from the effective date stated on the Task Order (anticipated to be November 2, 2011) through September 30, 2016, and is anticipated to include a 60-day transition period (i.e., assumption of responsibility January 1, 2012).

F.9 DELIVERABLES

Section J, Attachment J-A, Task Order Deliverables/Submittals summarizes the specific products the contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the contractor is required to submit the product. Section J, Attachment J-A, does not include all required deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents. NOTE: Attachment J-A is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in Attachment J-A does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

Section G of the ID/IQ Basic Contract is hereby incorporated by reference. In addition, the following clauses will apply:

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

The DCOR for this task order will be designated after task order award.

G.10 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

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

Designated Contracting Officer – Carin Boyd
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E. Fifth Street, Suite 500
Cincinnati, OH 45202

SECTION H - SPECIAL TASK ORDER REQUIREMENTS

Section H of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

H.15 EMCBC-H-1006 MAJOR OR CRITICAL SUBCONTRACTORS – DESIGNATION AND CONSENT

The following subcontractors have been determined to be major or critical subcontractors:

[REDACTED]

At the Basic Contract level, if the Contractor proposes to use any new major or critical subcontractors other than those named above the Contractor shall provide notification to, and obtain consent from, the CO regardless of any exceptions that maybe stated in the Subcontracts clause of this contract. Consent to these subcontracts is retained by the CO and will not be delegated.

If a contractor proposes a subcontractor other than those identified above to perform work under each individual Task Order in the areas of Environmental Restoration, Demolition, Regulatory Services, and Radiological Controls and Safety, the contractor must obtain consent by the CO before the contractor may be issued the Task Order. The contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the CO. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future task orders.

After the award of each individual Task Order, if the Contractor proposes to replace any of the approved major or critical subcontractors, the Contractor shall provide notification to, and obtain consent from the DCO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the DCO and will not be delegated.

H.17 EMCBC-H-1008 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

In addition to the stated requirements in H.2 and H.17 of the basic ID/IQ contract, the contractor shall maintain a Project Control System in accordance with the following requirements:

- (a) Project Control System**
 - i. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, November 29, 2010. Operating programs may apply DOE Order 413.3B in a tailored manner.
 - ii. HQ Memorandum, Configuration Control Board, December 19, 2002.

- iii. Code of Federal Regulations, 48 C.F.R. Subpart 34.2—Earned Value Management System
- iv. Work Breakdown Structures, MIL-HDBK-881A, except as noted in Section L.8(f) of this RTP
- v. Data Item Description, DI-MGMT-81334C, Contract Work Breakdown Structure
- vi. Data Item Description, DI-MGMT-81650, Integrated Master Schedule (IMS)
- vii. Data Item Description, DI-MGMT-81466A, Contract Performance Report (CPR)
- viii. The initial a Performance Baseline shall equal the task order value at the time of award and any subsequent baseline changes will be implemented through modifications of the task order.

H.36 TASK ORDER OVERSIGHT

- a) DOE and/or its designee will perform routine surveillance and observation of the contractor's work and performance. The contractor shall correct, within one working day (or as agreed to by DOE), violations of laws, regulations, DOE Orders, Standards or site mandated rules, when notified by the DCO or DCOR. The contractor shall correct all other deficiencies or noncompliance with the Task Order within five working days (or as agreed to by DOE). The contractor shall provide logistical support to the DOE in order to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR or assigned representative.
- b) The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the DCO or DCOR during the conduct of these oversight activities. The six oversight activities that may be conducted during the course of the execution of this Task Order are as follows:
 - 1. **Project Management Oversight:** Includes daily field inspections and weekly and monthly assessment of the project status, to determine and validate project performance.
 - 2. **Contract Management Oversight:** Administration and monitoring of the Task Order will be performed by the DCOR or their designee.
 - 3. **Financial Management Oversight:** The contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the contractor.
 - 4. **Daily Oversight:** DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts, in addition to the DCOR, to conduct daily oversight and inspection. The purpose of this oversight

will be to assess compliance with the terms and conditions of the Task Order. In addition to this oversight, contractor shall support the following DOE activities:

- i. Senior management walkthrough, conducted in scheduled areas or locations where significant work is ongoing;
- ii. Specific tours of buildings or release sites that have been deemed as response actions;
- iii. Periodic walkthrough by the appropriate regulators or DOE Headquarters personnel;
- iv. Employee concerns elevated to DOE for evaluation.

5. **Assessments:** DOE or other regulatory agencies may conduct assessments of the contractor's performance. Notice of these performance assessments will be given to the contractor fourteen calendar days in advance of the assessment.

6. **Self Assessment:** DOE oversight activities will focus primarily on a safe, accelerated remediation. The contractor shall respond to DOE oversight and to concerns, findings and observations during the conduct of these oversight activities.

H.37 REGULATOR INTERFACE REQUIREMENTS

Contractor interactions with regulators shall always be coordinated with the DOE. The contractor shall notify DOE prior to any interaction with regulators and shall make available copies of all correspondence (e.g., reports, findings, records of phone conferences, meeting minutes).

H.38 OTHER GOVERNMENT CONTRACTORS

The government may undertake or award other contracts/task orders for additional work or services. The contractor agrees to fully cooperate with such other contractors and government employees and carefully fit its own work to such other work as may be directed by the DCO. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by government employees. If DOE determines that the contractor's activities may interfere with another DOE contractor, the DCO shall so notify the contractor and the contractor shall comply with any instructions the DCO may provide.

H.39 WORKER SAFETY AND HEALTH PROGRAM

- (a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and maintain a written Worker

Safety and Health Plan (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 environmental, health, and safety regulations. 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 clauses are clearly delineated. The contractor shall participate in all emergency response drills and exercises.

- (b) 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 DCOR. Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the DCOR.
- (c) The DCO may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (d) In the event that the contractor fails to comply with the terms and conditions of this clause, the DCO may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the DCO. The contractor shall not be entitled to an equitable adjustment of the task order amount or extension of the performance schedule on any stop work order issued under this special task order requirement.

H.40 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

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

EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 be implemented as part of the contractor's QAP for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts

III and IV are to be used as guidance for the contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

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

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1C.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The contractor shall, at a minimum, annually review and update as appropriate their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the contractor.

H.41 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this task order. This clause provides specific requirements, in addition to the requirements of the clause in Section I.123 titled, "Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this task order.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key

Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I.122 clause titled, DEAR 952.231-71, Insurance – Litigation and Claims, Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this clause, Changes to Key Personnel is defined as:

(i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the contract.

(d) Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, will be permanently reduced by \$100,000 for each and every occurrence of a change to the Program Manager.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, be permanently reduced by \$50,000 for each and every occurrence of a change to the Key Person.

(3) The contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(e) Key Personnel for this Contract

The Contracting Officer and/or the contractor may request approval to amend the list of Key Personnel during the course of the contract to add or delete Key Personnel. The following is the current list of Key Personnel for this contract:

Name	Position
Jeff Biagini	Program Manager
Dennis Dalga	Moab Operations Manager
Steve Rima	ESH&Q Manager

H.42 Government-Furnished Property (GFP)

Government furnished property are provided in Section J, Attachment J-C. DOE is committed to providing effective support to the contractor throughout the period of contract performance, and the contractor may request that DOE consider providing additional GFP. To manage the GFP to be furnished under the contract and to evaluate the additional GFP that may be requested by the contractor, the contractor shall submit for DOE approval:

- GFP Request: 12-month advance projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each fiscal year;
- Information that supports the improved performance for the cost saved as a result of having the requested GFP, and
- GFP Request -- Update: quarterly update to the projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each quarter.

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the government, DOE will notify the contractor within 30 days that the additional contractor-requested GFP can be provided, and will provide the contractor details regarding the DOE action(s). The supported GFP will be added to Attachment J-C, Government-Furnished Services and Information (GFP), as a DOE commitment to the contractor.

If DOE cannot support a contractor request, DOE will notify the contractor within 30 days that the requested GFP cannot be provided, and there will be no DOE commitment to the contractor to furnish the GFP.

For the additional contractor requested GFP, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the contractor with its requested additional GFP, the contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

SECTION I - CONTRACT CLAUSES

Section I of the ID/IQ Basic Contract is applicable in its entirety, with the exception of I.131, FAR 52.211-11, and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

I.17 52.215-2 Audit and Records—Negotiation (MAR 2009)

- (a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the contractor’s plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the contractor’s records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General or Inspector General.
 - (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
 - (i) Examine any of the contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (ii) Interview any officer or employee regarding such transactions.
 - (2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) *Reports.* If the contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.

- (f) *Availability.* The contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

- (g) (1) Except as provided in paragraph (g)(2) of this clause, the contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the government prime contract.
 - (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

I.159 CLAUSES INCORPORATED BY REFERENCE

This Task Order incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Designated Contracting Officer will make the full text available.

I.1a. - 52.203-14	Display Of Hotline Poster(s) (April 2008)
I-1b. - 52.222-22	Previous Contracts And Compliance Reports (Feb 1999)
I-1c. - 52.222-25	Affirmative Action Compliance (April 1984)
I-1d. - 52.222-26	Equal Opportunity (Mar 2007)
I-1e. - 52.222-39	Notification Of Employee Rights Concerning Payment Of Union Dues or Fees (Dec 2004)

I-1f. - 52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement (Dec 2007)
I1-g. - 52.230-6	Administration Of Cost Accounting Standards (Mar 2008)
I1-h. - 52.230-7	Proposal Disclosure - Cost Accounting Practice Changes (April 2005)
I1-i. - 52.234-4	Earned Value Management System (July 2006)
I1-j. - 52.242-15	Stop-Work Order (Aug 1989)
I1-k. - 52.248-1	Value Engineering (Feb 2000)
I1-l. - 952.204-2	Security Requirements (June 2009)
I.38 - 52.222-6	Davis-Bacon Act. (JUL 2005)

I.160 52.243-6 Change Order Accounting (Apr 1984)

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

I.161 CLAUSES WITH FILL-IN INFORMATION FROM THE BASIC ID/IQ

(a) I.57 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

Description	Category	Rate
Laborers (General/Maintenance)	WG 2	\$12.45
Security Officer	GS 5	\$15.00
Truck Driver	WG 7	\$19.65
Heavy Equipment Operators	WG 8	\$21.09
Mechanic	WG 10	\$23.96
Health and Safety Personnel	GS 5	\$15.00
Field Technician (Hand held sampling)	GS 5	\$15.00
Radiological Control Personnel	GS 5	\$15.00

(b) I.58 FAR 52.222-49 Service Contract Act-Place of Performance Unknown (MAY 1989)

Place of performance is Moab and Crescent Junction, UT.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J-A Task Order Deliverables/Submittals
- J-B List of Required Compliance Documents
- J-C Government Furnished Property (GFP)
- J-D U.S. Department of Labor Service Contract Act & Davis-Bacon
Act Wage Determinations
- J-E Interface Requirements Matrix and Government Furnished
Services

ATTACHMENT J – A - TASK ORDER DELIVERABLES/SUBMITTALS

The following items are project submittals necessary for the implementation and execution of the Performance Work Statement (PWS) and other sections of this Request for Task Order Proposals.

This attachment does not include all required deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents. NOTE: The table below is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in the table does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

Deliverables are considered contractor endpoints, work scope completions, products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- Approval – The contractor shall provide the deliverable to DOE for review and approval. The contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the contractor and the contractor shall provide written responses. The contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- Information – The contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. The contractor shall respond to all written comments.

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date¹
1.	C.2.1	Transition Plan	FPD Approval	10 days after task order award
2.	C.2.1	Readiness Assessment and Notification	FPD Approval	40 days after task order award
3.	C.2.2	Facility/Ground Maintenance Plan	FPD Approval	30 days after task order award, updated as necessary
4.	C.2.3.1	Excavation Plan: Planned excavation sequence, mixing of materials, segregation of oversize materials, and water management.	FPD Approval	30 days after task order award, updated as necessary
5.	C.2.3.1	Interim Completion Reports: Document RRM excavated, shipped, and disposed.	FPD Approval	Annually
6.	C.2.3.1	Waste Management Plan	FPD Approval	Updated as necessary
7.	C.2.3.1	Interim Radiological Completion Reports: Radiological Completion Reports for off-pile areas at the Moab site.	FPD Approval	60 days following verification sampling
8.	C.2.5	Transportation Plan	FPD Approval	30 days after task order award, updated as necessary
9.	C.2.7.1	Annual Site Environmental Report	FPD Approval	Annually
10.	C.2.7.5	Storm Water Pollution Prevention Data: Documentation that SWP3 controls are compliant.	FPD Information	Monthly

¹ All days refer to calendar days.

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date¹
11.	C.2.7.5	Air Monitoring Data: Air monitoring program data.	FPD Approval	Quarterly
12.	C.2.7.4 and H.17	Performance Management Baseline: Includes technical scope, schedule, and budget, PBS, WBS definition, dictionary, cost estimates and basis, milestones, quantitative metrics.	FPD Approval	Within 120 days of task order award, updated as necessary
13.	C.2.7.4 and H.17	Risk Management Plan: Project cost and schedule uncertainties, mitigation, and management plan.	FPD Approval	Within 120 days of task order award, updated as necessary
14.	C.2.7.4 and H.17	Project Management Systems Description including Change Control: Per requirements of DOE O 413.3A	FPD Approval	Within 90 days of task order award, updated as necessary
15.	C.2.7.4 and H.17	Weekly Project Status Report: Narrative report on project status and issues.	FPD Information	Weekly
16.	C.2.7.4 and H.17	Monthly Status Report: Cost and schedule variance, status of major milestones, critical technical or programmatic issues.	CO, FPD Information	7 days prior to the IPABS-PEM earned value management due date
17.	C.2.7.4 and H.17	Annual Work Plans: Define work to be performed and resources.	FPD Approval	Annually
18.	C.2.7.5	Quality Assurance Plan: Assurance system per DOE Order 226.1.	FPD Approval	30 days after task order award, updated as necessary
19.	C.2.7.5	Health and Safety Plan	FPD Approval	30 days after task order award, updated as necessary

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date¹
20.	C.2.7.5	Emergency Plan	FPD Approval	30 days after task order award, updated as necessary
21.	C.2.7.5	Integrated Safety Management System	CO Approval	30 days after task order award, updated as necessary
22.	C.2.7.5	Radiation Protection Program Documents	FPD Approval	30 days after task order award, updated as necessary
23.	C.2.7.6	Records Management: Includes document control systems and processes	FPD Information	30 days after task order award, updated as necessary
24.	H.42	Government Furnished Property (GFP) 12-month Advanced Projection Request and Updates	FPD Approval	Initial and Quarterly as required
25.	G.1	Submission of Cost Invoices	CO Approval	Up to bi-Monthly
26.	C.2.7.4 and H.17	Earned Value Management System (EVMS) Certification	CO Approval	6 months after task order award

ATTACHMENT J – B - LIST OF REQUIRED COMPLIANCE DOCUMENTS**List A**

In accordance with Section I, clause 970.5204-2, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by appropriate regulatory agency. Omission of a Law or Regulation is not intended to imply that the law is not applicable to this contract.

All Federal regulations and State equivalent regulations apply to this contract. Federal Regulations include but are not limited to the following:

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
10 CFR 850	Beryllium Disease Prevention Programs
10 CFR 851	Worker Safety and Health Program
10 CFR 708	DOE Contractor Employee Protection Program
40 CFR 192 Subpart A, B and C	Uranium Mill Tailings Radiation Control Act (UMTRCA)
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution

List B

The DOE directives listed in the table below contain requirements relevant to the scope of work in Task Orders. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and task order requirements for opportunities to improve efficiency or creativity and propose alternative

methods to those specified in the DOE directives to the DCO for review and possible modification of the contract. DOE has an extensive inventory of guides, standards, and manuals. It is intended for the contractor to make use of these resources and incorporate them in to the contractor's program, to comply with the requirements of this contract. DOE has listed for convenience several of the standards, guides, and handbooks the contractor is expected to follow during the performance of Task Orders. Use of alternate methods is encouraged to improve efficiency; however, use of alternate methods shall be brought to the attention of the DCOR for review, comment, and approval prior to use.

LIST OF APPLICABLE LAWS AND REGULATIONS

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

Order No.	Subject	Dated
DOE O 110.3A	Conference Management	01-25-07
DOE O 130.1	Budget Formulation Process	09-29-95
DOE O 142.3A	Unclassified Foreign Visits and Assignments	10-14-10
DOE O 144.1, Admin Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy	1-16-09
DOE O 150.1	Continuity Programs	5-8-08
DOE O 151.1C	Comprehensive Emergency Management System	11-02-05
DOE O 200.1A	Information Technology Management	12-23-08
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology	01-07-05
DOE M 200.1-1 Chapter 9	Telecommunications Security Manual, Chapter 9, Public Key Cryptography and Key Management	2-15-00
DOE M 205.1-6 Admin Chg 2	Media Sanitization Manual	3-8-07
DOE M 205.1-7 Admin Chg 2	Security Controls for Unclassified Information Systems Manual	1-5-09
DOE M 205.1-8 Admin Chg 2	Cyber Security Incident Management Manual	1-8-09
DOE N 206.4	Personnel Identity Verification Program	6-29-07
DOE O 206.1	Department of Energy Privacy Program	1-16-09
DOE O 210.2	DOE Corporate Operating Experience Program	6-12-06
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General	4-19-08
DOE O 221.2A	Cooperation with Office of Inspector General	2-25-08
DOE O 225.1A	Accident Investigations	11-26-97
DOE O 226.1A	Implementation of DOE Oversight Policy	09-15-05
DOE G 231.1-1	Occurrence Reporting and Performance Analysis Guide	08-20-03
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual	3-19-04
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information	08-19-03
DOE G 231.1-2	Occurrence Reporting Causal Analysis Guide	08-20-03
DOE O 241.1A	Scientific and Technical Information Management	10-14-03
DOE G 242.1-1	Forms Management Guide for Use with DOE O 200.1	05-08-00
DOE O 243.1	Records Management Program	02-03-06
DOE O 243.2	Vital Records	2/2/06
DOE O 413.1B	Internal Control Program	10-28-08
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets	11-29-10
DOE O 414.1C	Quality Assurance	06-17-05
DOE O 420.1B Chg	Facility Safety	4-19-10

Order No.	Subject	Dated
1		
DOE O 422.1	Conduct of Operations	6-29-10
DOE O 430.1B	Real Property Asset Management	2-8-08
DOE O 430.2B	Departmental Energy, Renewable Energy and Transportation Management	2-27-08
DOE O 435.1	Radioactive Waste Management	08-28-01
DOE G 435.1-1	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1	07-09-99
DOE M 435.1-1, Chg1	Radioactive Waste Management Manual	06-19-01
DOE G 440.1-8	Implementation Guide for Use with 10 CFR Part 851, Worker Safety and Health Program	12-27-06
DOE O 442.1A	Department of Energy Employee Concerns Program	06-06-01
DOE O 450.1A	Environmental Protection Program	6-4-08
DOE G 450.1-1A	Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	10-24-05
DOE G 450.1-2	Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems	08-20-04
DOE M 450.4-1	Integrated Safety Management System Manual	11-01-06
DOE O 460.1C	Packaging and Transportation Safety	5-14-10
DOE G 460.1-1	Packaging and Transportation Safety	06-05-97
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	12-22-04
DOE G 460.2-1	Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management	11-15-96
DOE M 460.2-1A	Radioactive Material Transportation Practices	6-4-08
DOE O 470.2B	Independent Oversight and Performance Assurance Program	10-31-02
DOE M 470.4-2A	Physical Protection	7-23-09
DOE M 470.4-4A Chg 1	Information Security Manual	10-12-10
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	3-1-10
DOE O 471.3	Identifying & Protecting Official Use Only	4-9-03
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	4-9-03
DOE O 475.1	Counterintelligence Program	12-10-04
DOE O 522.1	Pricing of Departmental Materials and Services	11-03-04
DOE O 534.1B	Accounting	01-06-03
DOE O 551.1C	Official Foreign Travel	6-24-08
DOE O 580.1 Chg 1	Department of Energy Personal Property Management Program	5-8-08
DOE G 580.1-1	Department of Energy Personal Property Guide	12-07-05
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	11-12-92

ATTACHMENT J – C - LIST OF GOVERNMENT FURNISHED PROPERTY

Government Furnished Services, Items, and Equipment Summary					
Equipment or Facility	Location	Quantity	Owned/ Leased	By	
Office Space, 8387 sq. Ft.	Grand Junction, CO	1	Leased	DOE	
Access Road	CJ	1	Owned	DOE	
Construction Water Line, including 1-20HP vertical turbine pump at Green River Inlet, 4 booster pumps (1-25HP, 3-20HP) and approx. 21 miles of 6" HDPE buried pipeline and feed water storage pond	CJ	1	Owned	DOE	
Generators - for water line booster pumps	CJ	4	Owned	DOE	
Generator - 40 Kw Pow'r Guard	CJ	1	Owned	DOE	
Weather Station	Crescent Junction, UT	2	Owned	DOE	
Fence (Site perimeter and trailer staging area)	CJ	2	Owned	DOE	
Propane Tanks - 250 gallon	CJ	3	owned	DOE	
Propane Tank for Maintenance Building Heat - 2000 gallon.	CJ	1	Owned	DOE	
Maintenance Bldg	CJ	1	Owned	DOE	
Portable Diesel Powered Heaters - used at wet decon	CJ	1	Own	DOE	
Man Huts for Decon Personnel	CJ	3	Owned	DOE	
Steel Dump Ramps	CJ	4	Owned	DOE	
Decon Sheds	CJ	3	Owned	DOE	
Potable Water Line, 3" PVC pipeline approx. 7 miles from Thompson Springs to Crescent Junct.	CJ	1	Owned	DOE	
Guard Shack	CJ	1	Owned	DOE	
Retention Pond, incl. truck fill stand (gravity fed from pond), 9,000,000 gals.	CJ	1	Owned	DOE	
Site Admin Trailer	CJ	1	Owned	DOE	
Site Conference Trailer	CJ	1	Owned	DOE	
Site DOE Trailer	CJ	1	Owned	DOE	
Radiological Access Control Trailer	CJ	1	Owned	DOE	
Site RadCon Office Trailer	CJ	1	Owned	DOE	
Men's / Women's Restroom Trailer	CJ	1	Owned	DOE	
Conex Boxes equipment, tools, PPE	CJ	3	Owned	DOE	
Radiological Access Control Trailer	Moab, UT	1	Owned	DOE	

Government Furnished Services, Items, and Equipment Summary					
Equipment or Facility	Location	Quantity	Owned/ Leased	By	
Conex Boxes equipment, tools, PPE	Moab, UT	5	owned	DOE	
Conference Trailer	Moab, UT	1	Owned	DOE	
Contaminated Pond on top of RRM Pile	Moab, UT	1	Owned	DOE	
Decontamination Pad Trailer	Moab, UT	1	Owned	DOE	
Decontamination Pad, including recirculations pond and 10-HP pump	Moab, UT	1	Owned	DOE	
DOE Trailer	Moab, UT	1	Owned	DOE	
Fence, Site Perimeter	Moab, UT	1	Owned	DOE	
Field Services Lab Trailer (TAC controlled property - equipment shared with RAC)	Moab, UT	1	Owned	DOE	
Haul Road	Moab, UT	1	Owned	DOE	
Portable Light Plants	Moab, UT	14	Leased	RAC	
Guard Shack	Moab, UT	1	Owned	DOE	
Underpass	Moab, UT	1	Owned	DOE	
Portable Diesel Powered Heaters - used decon and lidding	Moab, UT	2	Owned	DOE	
Propane Tank for Maintenance Building / Lidding Building Heat - 1000 gallon.	Moab, UT	2	Owned	DOE	
Maintenance Bldg	Moab, UT	1	Owned	DOE	
Men's Restroom Trailer	Moab, UT	1	Owned	DOE	
Men's/Women's Restroom Trailer	Moab, UT	1	Owned	DOE	
Project Support 2 Trailer	Moab, UT	1	Owned	DOE	
Project Support 1 Trailer (some TAC personnel housed)	Moab, UT	1	Owned	DOE	
Queue Radiological Control Access Trailer	Moab, UT	1	Owned	DOE	
Queue Area Conference Trailer	Moab, UT	1	Owned	DOE	
Queue Restroom Trailer	Moab, UT	1	Owned	DOE	
Man Lifts for Container Lining	Moab, UT	2	Leased	RAC	
Lidding / De-Lidding Facility - 2 cranes	Moab, UT	1	Owned	DOE	
Container Rinse System incl 2 6800 gal tanks and 75 HP pump	Moab, UT	1	Owned	DOE	
Potable Water System (3 tanks, pumps - admin and queue	Moab, UT	2	Owned	DOE	
River Inlet Pump System, Includ 2-20HP vertical turbine pumps and feed storage pond (Includ 1-10HP pump feeds well field infiltration trench, 1-15HP pump feeds reveg irrigation system, 1-20HP pump feeds truck water fill station, 1-5HP pump feeds well field irrigation plots)	Moab, UT	1	Owned	DOE	
Compressor Ingersoll Rand	Moab, UT	2	Owned	DOE	
Atlas Building / Warehouse	Moab, UT	1	Owned	DOE	
Solis Testing Lab (in Atlas Building)	Moab, UT	1	Owned	DOE	
Weather Station	Moab, UT	2	Owned	DOE	

Government Furnished Services, Items, and Equipment Summary					
Equipment or Facility	Location	Quantity	Owned/ Leased	By	
Cat 825 Compactor	CJ	1	Owned	DOE	
CAT 416 Backhoe - 1989					
Truck Scale	Moab	1	Owned	DOE	
Container racks (1 set of 8)	Moab	1	Owned	DOE	
Container Maintenance Racks	Moab	2	Owned	DOE	
Container Maintenance Rack	CJ	1	Owned	DOE	
Tank, cylindrical, vertical for MgCl storage	Moab	1	Owned	DOE	
Fuel Tanks, 500 gallon on stand	Moab	2	Owned	DOE	
Fuel Tanks, 500 gallon on stand	CJ	2	Owned	DOE	
Gantry Crane	Moab	1	Owned	DOE	
Komatsu 275 Ax Dozer	CJ	1	Owned	DOE	
Lidding De-Lidding Building with 2 Cranes	Moab	1	Owned	DOE	
Locomotives	Potash, UT	2	Owned	DOE	
Power washer	CJ	1	Owned	DOE	
Trailer 6200 - gal for potable water hauling	Moab	1	Owned	DOE	
Trash Pump - Gorman Rupp - 4 Inch	Moab, UT	1	Owned	DOE	
Centrifugal Pmp - Power Prime - 4 in	Moab, UT	1	Owned	DOE	
Power washers	Moab	2	Owned	DOE	
Mack RD6885 4000 gal. water truck (2004)	Moab	1	Owned	DOE	
Peterbilt T-800 4000 gal. water truck (1989)	Moab	1	Owned	DOE	
Peterbilt PB 330 4000 gal. water truck (2000)	Moab	1	Owned	DOE	
Vehicles					
Van, Dodge 1994 Ram	Moab	1	Owned	DOE	
Van, Dodge 1992 Ram 350	Moab	1	Owned	DOE	
Chevrolet Blazer, 2002	CJ	1	Owned	DOE	
Ford Escape, 2009	Grand Junction	1	Owned	DOE	
Chevrolet Blazer, 1990 1500	Moab	1	Owned	DOE	
Ford Expedition, 2001	Moab	1	Owned	DOE	
Dodge Ram Pick Up, 1988	CJ	1	Owned	DOE	
Jeep Pick Up, Utility Truck, 1980	Moab	1	Owned	DOE	
Mule, Kawaski	Moab	3	Owned	DOE	

Government Furnished Services, Items, and Equipment Summary					
Equipment	Location	Quantity	Owned/ Leased	By	
Air Monitoring Stations					
Meteorology Stations	Crescent Junction, UT/Moab, UT	4	Owned	DOE	
14 air monitoring stations both on and off-site. 36 TLD stations (see detailed list)	Crescent Junction, UT/Moab, UT	14	Owned	DOE	
TLD/ Radon cup monitoring stations	Crescent Junction, UT/Moab, UT	36	Owned	DOE	
Soils Lab Equipment	Moab / CJ		Owned	DOE	
See Detailed List					
Radiological Control Equipment					
Numerous detection instruments including 4 whole body monitors. (See Detailed List)	Moab, UT		Owned	DOE	
Telecom / Computer Equipment					
Includes local exchange carrier provided services, PBX extensions, cell phones, and radios / and computers. (See Detailed List)	Grand Junction, CO/Crescent Junction, UT/Moab, UT		Owned	DOE	

Telecommunications / Computers				
Location	Equipment Description	Quantity	Owned/Leased	By
Crescent Junction, UT	Desk Telephones			
	22 Digital, 2 Analog, 2 VoIP	27	Owned	DOE
Crescent Junction, UT	Radios			
	Radio Base Station	1	Owned	DOE
	Stationary Mobile Radio, QC Trailer	1	Owned	DOE
	Hand-held Radios for RAC/TAC DOE	55	Owned	DOE
	Mobile Radios In Large Equipment	16	Owned	DOE
Grand Junction, CO	Desk Telephones			
	45 Digital, 13 Analog	58	Owned	DOE
Grand Junction, CO	Radios			
	Mobile Radios In GSA Vehicles	3	Owned	DOE
	Hand Held Radios	3	Owned	DOE
Moab, UT	Desk Telephones			
	74 Digital, 10 Analog	84	Owned	DOE
Moab, UT	Radios			
	Radio Base Station	1	Owned	DOE
	Stationary Mobile Radios for RAC/TAC (Lidding Building)	1	Owned	DOE
	Hand-held Radios for RAC/TAC DOE	96	Owned	DOE
	Mobile Radios In Large Equipment	10	Owned	DOE
all 3 Sites	Cell Phones			
	49 cell phones, 17 smart phones, 1 air card	66	Owned	DOE
Total		422		
	Computers			
Crescent Junction, UT	21 Work Stations	21	Owned	DOE
Grand Junction, CO	7 Work Stations, 2 Laptops	9	Owned	DOE
Moab, UT	51 Work Stations, 7 Laptops	58	Owned	DOE
	Audio Visual Equipment			
Crescent Junction, UT	1 Projector, 1 portable screen			
Moab, UT	2 Projectors, 1 Portable Screen, 1 Wall Mounted pull down screen			
Total		88		

**ATTACHMENT J – D - U.S. DEPARTMENT OF LABOR SERVICE CONTRACT ACT
WAGE DETERMINATION**

WD 96-0224 (Rev.-25) was first posted on www.wdol.gov on 11/30/2010
Hazardous Waste Pickup/Disposal Services

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
Shirley F. Ebbesen		Division of Wage
Director		Determinations
		Wage Determination No: 1996-0224
		Revision No: 25
		Date Of Revision: 11/24/2010

NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are defined as follows:
MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;
SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;
WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23440 - Heavy Equipment Operator		
MIDWEST REGION		28.56
NORTHEAST REGION		27.13
SOUTH REGION		24.88
WEST REGION		28.01
23470 - Laborer		
MIDWEST REGION		16.07
NORTHEAST REGION		16.46
SOUTH REGION		12.54
WEST REGION		14.35
30090 - Environmental Technician		
MIDWEST REGION		25.42
NORTHEAST REGION		27.06
SOUTH REGION		24.10
WEST REGION		25.58
31010 - Airplane Pilot		27.51
31361 - Truckdriver, Light		
MIDWEST REGION		14.49
NORTHEAST REGION		18.18
SOUTH REGION		11.78

WEST REGION	12.26
31362 - Truckdriver, Medium	
MIDWEST REGION	23.37
NORTHEAST REGION	23.41
SOUTH REGION	19.88
WEST REGION	21.95
31363 - Truckdriver, Heavy	
MIDWEST REGION	24.49
NORTHEAST REGION	24.59
SOUTH REGION	20.83
WEST REGION	23.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.42 per hour, or \$56.80 per week, or \$246.13 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.50 per hour.

**** 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.

**U.S. Department of Labor
Davis-Bacon Act Wage Determination**

General Decision Number: UT100068 07/09/2010 UT68

Superseded General Decision Number: UT20080068

State: Utah

Construction Type: Heavy

Counties: Beaver, Emery, Grand, Kane, Piute and Wayne
Counties in Utah.

Including Natural Gas Pipeline Construction

Modification Number	Publication Date
0	03/12/2010
1	07/09/2010

* ENGI0003-046 07/01/2010

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(3) Backhoe/Excavator.....	\$ 24.93	13.26

* ENGI0003-054 02/02/2010

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe,		
Blade/Grader, Boom,		
Bulldozer, Crane,		
Mechanic, Trencher.....	\$ 35.10	12.49
Oiler.....	\$ 20.62	9.37

LABO0295-018 11/01/2007

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER		
Chain Saw and Power Drill...\$	18.86	4.94
Common or General, Nail		
gun, Pipelayer, Pot Tender..\$	17.61	4.94
Formworker.....\$	18.61	4.94
Powderman.....\$	19.36	4.94
Sandblaster.....\$	18.36	4.94

SUUT2008-033 08/19/2008

	Rates	Fringes
CARPENTER, Including Form Work (Excluding Natural Gas Pipeline Construction Form Work).....	\$ 14.75	3.03
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00	0.56
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.36
LABORER: Common or General (Excluding Natural Gas Pipeline Construction).....	\$ 10.92	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 9.00	0.00
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 10.89	0.00
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline Construction).....	\$ 13.63	0.00
OPERATOR: Blade/Grader (Excluding Natural Gas Pipeline Construction).....	\$ 13.61	0.00
OPERATOR: Front End Loader.....	\$ 11.38	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction).....	\$ 12.00	0.00

TEAM0222-020 11/01/2007

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 27.14	8.74
Group 2:		
A-Frame, Challenger (For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper		

Equipment, Vacuum Truck, Winch Truck.....	\$ 26.68	8.74
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	\$ 26.39	8.74

Premium Pay:

Add \$1.25 to the above Rate for the following classifications

- Group 1: Low Boy and Truck Mechanic
- Group 2: Stringer Truck

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage
determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**ATTACHMENT J – E - INTERFACE REQUIREMENTS MATRIX AND GOVERNMENT
FURNISHED SERVICES**

Services and activities listed in the Moab Project Interface Requirements Matrix and Government Furnished Services shall be performed in accordance with the Performance Work Statement. The Moab Project Interface Requirements Matrix and Government Furnished Services, identifies the key specific tasks and services that require interface and coordination with other site entities. The Moab Project Interface Requirements Matrix and Government Furnished Services may not represent all of the necessary interactions; therefore, the contractor is responsible to reach agreement with other site entities on any other necessary interfaces and/or the clause of services for the performance of the contractor's work.

Legend for Matrix – The Legend for the primary Matrix users/providers is as follows:

RAC	Remedial Action Contract(or)
TAC	Technical Assistance Contract(or)

Task (Interface)	RAC	TAC	PWS Requirements
Project Funding and Project Performance Information – Input into various DOE systems, such as the Integrated Planning, Accountability and Budgeting System (IPABS).	Provide information to the TAC for input into DOE systems.	Maintain and input project funding and performance information into DOE systems.	C.2.7.4
Implementation of safeguards and security in accordance with DOE M 470.4.	Provide security guard coverage to implement safeguards and security program. Keep property from being lost, stolen, misused, or damaged. Ensure RRM is kept contained, and no spillage occurs during shipping. Safeguarding property, as well as RRM, including during shipments.	Develop and manage safeguards and security program. Maintain property management records and Inventory. Provide security badges for DOE, RAC, TAC, subcontractors and visitors at all project sites	C.2.7.5
Site Access to Radiological Controlled Areas	Control access to radiological areas. Manage and stock the Radiological Control Access Trailer, issue radiological PPE and provide RadCon support. Implement badging requirements consistent with DOE M 470.4-2 at the Moab and Crescent Junction sites.	Provide training certification information for radiological area access	C.2.7.2
Project baseline and change control functions.	Provide information to TAC when requested, for the baseline, schedule, earned value, cost, and change control administrative functions.	Responsibility for Moab Project baseline, schedule, earned value, cost, and Change Control Administrative functions.	C.2.7.4
Computer equipment, hardware, software, IT support	Initiate requests for additional hardware and software through TAC's Help Desk. Safeguard equipment within its possession.	Provide all computer equipment, hardware and software. Process requests from RAC timely and in conformance with project's system configuration and software management processes when applicable. Responsible for IT infrastructure at all project sites, including computers, servers, and network internet access. Provide and maintain all radio communication systems.	C.2.7.3
Public Affairs functions	Provide information and support to DOE and the TAC in occasional stakeholder/public meetings, held primarily in Moab, UT.	Responsible for the overall Public Affairs functions for the project.	C.2.7.3
Records Management	Perform internal records management functions under the basic contract and provisions of this PWS. Provide official project records necessary for TAC's Records Management program and activities in accordance with the	Develop and manage the records management program for the entire project IAW applicable DOE orders and regulations. Develop and maintain the Project's Record Management Plan and File Plans.	C.2.7.6

DE-DT0002936 (Moab RAC)

	Records Management Plan and applicable File Plans.		
Real and Personal Property	Maintain accountability of assigned personal property. Provide facilities maintenance input to the TAC Property Manager as required. Comply with all GSA vehicle requirements as implemented by the TAC Property Manager.	Maintain DOE's Real and Personal Property Management Program, including fleet management and GSA-leased vehicles.	H.42
Document and Website Support	Adhere to requirements outlined in the Project's Document Production Manual and Document Style Guide.	Develop and maintain the Document Production Manual and Document Style Guide. Provide document production support, graphics and website development, reproduction and printing services, and technical writing services to DOE and RAC	C.2.7.3
Water Management	O&M evaporation ponds and associated evaporative equipment that is fed by the extraction and injection wells and manage tailings pore fluid.	Responsible for O&M of the extraction and injections wells, and groundwater sampling, analysis, and reporting. Performs groundwater, surface water and biota monitoring and prepares reports for its own monitoring activities.	C.2.3.3
Environment, Safety, Health and Quality (ESH&Q)	Responsible for ESH&Q within its own organization. Coordinate with TAC on project-related programmatic ESH&Q responsibilities. Perform environmental air monitoring. Coordinate with TAC to acquire water and biota data for preparation of ASER.	Overall project-wide and programmatic responsibility for ESH&Q. Responsible for its own safety performance and quality. Provide assistance as required by DOE to support project safety and quality efforts. Perform independent appraisal of work performed by RAC	C.2.7.5
Long-Term Surveillance and Maintenance Plan	Provide data and support as necessary	Draft Long-Term Surveillance and Maintenance Plan	C.2.7.3
Training	Obtain training as necessary. Provide subject matter experts to support the project's training program when required.	Provide all project-related training, including but not limited to OSHA requirements, DOE Rad Worker II, Exclusive Use Shipping Requirements, HAZMAT, and DOT Federal Motor Carrier Regulations. Maintain training records and data pertaining to training activities for all RAC, TAC, subcontractor, and DOE personnel	C.2.7.3
RAC Management Presence in Grand Junction	Have RAC management in Grand Junction Office.	Interface with RAC management.	

DE-DT0002936 (Moab RAC)

Vicinity Properties	Remediate VPs, as directed by CO	Perform Inclusion/Exclusion surveys on VP's, to determine RRM content. Conduct Independent Verification.	C.2.3.1
Task (Interface)	RAC	Union Pacific Railroad	PWS Requirements
Train movement coordination	Send UP paperwork on railcars/containers; take UP personnel to train when ready.	Provide personnel to move train; give authorization to move train. Perform main line maintenance and repairs.	C.2.5
Task (Interface)	RAC	Grand County	PWS Requirements
Information Sharing/Event Reporting	Provide information to TAC as events occur.	Notify Grand County when an abnormal event occurs. Forward information to county officials and provide filtered information to County officials and the public upon request.	C.2.7.5
Task (Interface)	RAC	Local Emergency Response Entities	PWS Requirements
Emergency Medical Response	Notify local responders in case of accident or injury. If injured party(ies) in Contaminated Area, move to a location that is accessible by the ambulance.	Respond to the site where medical emergency exists; provide medical treatment to injured person(s), and transport to medical facility if appropriate.	C.2.7.5