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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) >		RA	PAGE 1 OF 258 PAGES
2. CONTRACT NO. 13 DE-AC07-02GJ79491	3. SOLICITATION NO. DE-RP07-01GJ79491	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division, MS-1221 850 Energy Drive Idaho Falls, ID 83401-1563		8. ADDRESS OFFER TO (If other than Item 7) See Section L of RFP Electronic Proposals Only			

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

SOLICITATION

9. Sealed offers in original and "Refer Sec L." copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Refer Section L, L.18

CAUTION - LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Elaine Richardson	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 208 526-2640	C. E-MAIL ADDRESS richarem@id.doe.gov
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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 **180** 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

DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	>	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 0%
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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
One	08/09/2001		

15A. NAME AND ADDRESS OF OFFEROR
CODE FACILITY
**S.M. Stoller Corporation
990 S. Public Road, Suite A
Lafayette, Colorado 80026**
DUNS NO: 07-526-5629

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)
Nicholas J. Lombardo, President

15B. TELEPHONE NO.
AREA CODE NUMBER EXT.
303 546 4300

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE
Nicholas J. Lombardo

18. OFFER DATE
15-Aug-01

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT
SECTION B

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION *N/A*
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) >
SEE SECTION G

24. ADMINISTERED BY (If other than Item 7) CODE
SEE SECTION B

25. PAYMENT WILL BE MADE BY CODE
SEE SECTION G

26. NAME OF CONTRACTING OFFICER (Type or print)
ELAINE M. RICHARDSON

27. UNITED STATES OF AMERICA
Elaine Richardson
(Signature of Contracting Officer)

28. AWARD DATE
3-6-02

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B

Supplies and Services and Prices/Costs

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall furnish all personnel, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, all required services as follows:

Item 1 - Provide technical, project management, and administrative support to support the Department of Energy (DOE) programs in environmental management activities assigned to the Grand Junction Office (GJO), located in Grand Junction, Colorado, in accordance with the Statement of Work, Section C.

Item 2 - Reports in accordance with Reporting Requirements as provided in Part III, Section J, Attachment A, and the clause entitled 'Uniform Reporting System.'

B.2 ESTIMATED COST AND FEE

This contract is a performance-based cost-plus-award fee contract.

The following estimated cost and award fee apply to the first three-year period of this contract:

Estimated Cost \$74,168,704.00

Award Fee Percentage

Transition (Lump Sum Fixed Price Amount)

The estimated cost is the total estimated cost of all tasks estimated to be ordered under this contract. The estimated cost will be adjusted through the issuance of task orders and this clause B.2 updated semiannually.

The Award Fee Percentage will be applied to total estimated cost of each task order to determine the amount of award fee available to the contract as a result of each task. The total award fee for all tasks ordered during an award fee period shall constitute the award fee pool. The award fee determination will be based upon the contract as a whole rather than individual task orders. The Performance Evaluation Plan will place emphasis on areas that are important to the Government rather than on tasks. More emphasis will be given to technical performance, cost and schedule than on administrative contract activities.

The amount of award fee applied to each award fee period will be prorated based upon the estimated amount of performance that will occur during each period. Unearned fee will not be available for carryover to subsequent periods. The award fee pool will be

established by modification of this contract after all tasks have been ordered during an award fee period.

B.3 OPTION TO EXTEND

The period of performance of this contract may be extended in accordance with clause entitled 'Option to Extend the Term of the Contract.' Written preliminary Notice of Intent to exercise the option must be provided to the Contractor by the Contracting Officer within the period stated in the referenced clause. The Contractor agrees that performance under the option, if exercised hereunder, shall be accomplished for the following estimated cost and award fee

Estimated Cost \$52,964,417.00

Proposed Award Fee Percentage

Payment of cost and fee are subject to the contract provision entitled "Payment of Base and Award Fee." An award fee pool will be established for each fiscal year.

B.4 OBLIGATION OF FUNDS

Pursuant to the Clause entitled "Limitation of Funds", the amount obligated to this contract is:

\$ _____

The amount currently obligated is expected to cover the costs of performance through _____.

Additional obligations will be made, as funding becomes available. Such obligations shall be provided by modification to this contract.

The amount obligated is the total amount of liability of the Government at any time during performance, and such limitation shall include all costs, including indirect costs and any variance in rates incurred in performance. Therefore, the contractor shall monitor its indirect costs closely to ensure that total costs incurred comply with the "Limitation of Funds" clause.

PART I

SECTION C

Description/Specifications/Work Statement

PART I – SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT
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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

1.0 INTRODUCTORY BACKGROUND STATEMENT

- a. The Grand Junction Office (GJO) is located in western Colorado immediately south of the City of Grand Junction, Colorado. GJO was initially established in 1943 to support the production of uranium for strategic defense initiatives. With changes in national focus in the 1980s, GJO became increasingly involved with restoration of the environment. Currently, GJO's sole mission is to apply its project management, engineering, analytical, and scientific capabilities and resources in support of the Department of Energy (DOE) - Headquarters Office of Environmental Management (EM) in managing complex environmental restoration programs.
- b. The GJO site encompasses approximately 56.4 acres. The Gunnison River borders the site on the north, south, and west sides of the property, and converges with the Colorado River approximately one-half mile downstream from the site. DOE anticipates transferring the deed to the site to the Riverview Technology Corporation (RTC), a nonprofit corporation representing the City of Grand Junction and Mesa County. However, the site has contaminated ground water under the site and in soils under two buildings. Therefore, the DOE is required to obtain a covenant deferral to transfer ownership. This deferral must be signed by the Governor of Colorado, and is expected to occur in May or June of 2001. The DOE will lease approximately 90,000 square feet of space in six buildings on the site from the RTC. The U.S. Army Reserve owns an additional 8 acres of land on the site, and the remainder of the site is available for the RTC to use for economic development. DOE recently signed a six-year lease and will occupy the existing office and laboratory space until Fiscal Year 2007 using Government facilities and equipment.
- c. The GJO performs a full spectrum of environmental management activities which include: National Environmental Policy Act (NEPA) documentation, environmental investigations, environmental site characterization, remedial design and engineering, remediation and restoration, remedial action management, long-term environmental stewardship (surveillance and maintenance) of remediated sites, decontamination and decommissioning, hydrogeology, geotechnical investigations, environmental project management, integration and coordination, environmental inspections and compliance oversight, independent verification of environmental data, research and development, and environmental education and consultation. GJO has extensive experience and expertise in remedial action of contaminated sites, ground water remediation and treatment, and long-term surveillance and monitoring of remediated sites. The primary focus of GJO is to provide safe, cost-effective, and efficient environmental and remediation services to the U.S. DOE and other federal agencies.

2.0 OBJECTIVE

The objective of this contract is to acquire technical, project management, and administrative support for all areas of GJO's environmental management mission.

3.0 SCOPE

3.1 Resources

Under this contract, unless otherwise stipulated, the Contractor shall provide personnel, personnel management and supervision, materials, supplies, and equipment, to provide a full range of technical and administrative services to support GJO in accomplishing its environmental management mission. The Contractor shall place staff in Government furnished facilities (as specified in this contract) in Grand Junction, Colorado, and other project locations, to provide effective and efficient support. When government-furnished facilities and equipment are not available, the Contractor shall provide all required facilities and equipment as approved in individual task orders.

3.2 General Scope of Work

The Contractor shall provide a full range of technical and administrative services and resources necessary to support all of the GJO activities set forth in this statement of work (SOW). The Contractor shall implement a project management and control system that ensures accountability for technical scope, cost and schedule baselines, and complies with applicable regulations. Throughout the entire life of the contract, the Contractor shall use the best available technological, business, and managerial practices, from both government and commercial sources, to continuously improve performance. Additionally, the Contractor shall ensure that an emphasis is placed on employee development, stakeholder involvement, customer satisfaction, and cost reduction. The Contractor shall strive for excellence in protection of the environment and in the health and safety of its workers and the general public. The overall objective is to provide excellent service in the most efficient and cost effective manner possible.

3.3 Placement and Management of Work

All work under this contract will be definitized and assigned through task orders. The general requirements and procedures for establishing and administering task orders are set forth in contract clause H.11 – ORDERING PROCEDURE.

3.4 Customers

Within the scope of this contract, the primary customer is the DOE-GJO. The Contractor shall support DOE-GJO by interfacing with the following additional customers, as directed by DOE:

- Other DOE program and operations offices
- Other federal agencies
- State, municipal, and tribal governments
- Private and public corporations

- Non-profit organizations
- Educational institutions
- International organizations
- Foreign governments
- Other sponsors/stakeholders

3.5 Location of Work

The work under this contract shall be performed at:

- The DOE Grand Junction Office, 2597 B ¾ Road, Grand Junction, Colorado 81503
- Identified Long-Term Surveillance and Maintenance (LTSM) sites, Uranium Mill Tailings Remedial Action (UMTRA) Ground Water sites, Pinellas site, and the Moab site
- Other selected Continental United States (CONUS) and Outside Continental United States (OCONUS) locations

4.0 TECHNICAL MANAGEMENT

4.1 Task Areas – Major Projects

The following is an overview of projects and programs that are currently assigned to the GJO. The Technical Assistance Contractor will be responsible to assist DOE in the management of these projects and programs.

The following task areas cover the major programs managed by GJO. Initial Project Baseline Summary (PBS) sheets for most of these projects are included in Section J, Attachment F for the Offeror's information. A PBS sheet is not available for the Analytical Chemistry Laboratory due to the varied and numerous funding sources supporting the Laboratory; and a PBS sheet is not included for Moab Site Project Support since this project is in its initial phase of development.

4.1.1 Analytical Chemistry Laboratory

- a. The Contractor shall provide qualified laboratory staff to operate and manage the Analytical Chemistry Laboratory on the GJO site. The laboratory will be required to provide support and analyses of environmental samples for assigned federal programs in a cost effective and efficient manner.
- b. The laboratory analyzes approximately 5,000 to 6,000 samples annually for 55,000 analytes. The types of analyses will include low-level radiochemistry analyses, inorganic analyses, volatile and semi-volatile organic analyses, herbicide, pesticide and polychlorinated biphenyl (PCB) analyses. The types of samples to be analyzed in the laboratory include soils, sediments, surface water, ground water, brines, air filters, animal tissue, vegetation, waste samples including liquids, sludges, petroleum, oils, and lubricants (POL), waste chemicals, waste water treatment plant effluents, organic liquids, swipes, gas canisters, asbestos, bioassay samples, air, construction and demolition debris and personal protective equipment.

- c. Analytical results from the GJO laboratory will be validated on a routine basis by an internal Quality Assurance/Quality Control program that utilizes spike analysis, blanks, and duplicate samples to assure accurate analyses and reporting.
- d. The Contractor shall be responsible for maintaining accreditation by the American Industrial Hygiene Association, certification and accreditation by the state of Utah, and other certifications and accreditations that may be required in the future.

4.1.2 Long-Term Surveillance and Maintenance (LTSM) Program (PBS AL031)

- a. The DOE is currently responsible for monitoring and maintaining 27 former nuclear and mixed waste sites throughout the nation, which have been remediated by DOE and private industry. These sites include Uranium Mill Tailings Radiation Control Act (UMTRCA) Title I and Title II sites, Nuclear Waste Policy Act (NWPA) Sites (Section 151C), Surplus Facility Management Sites, and other DOE facilities such as the Monticello, Utah disposal cell. GJO will accept responsibility for additional sites as assigned in the future.
- b. The Contractor shall inspect each disposal cell and prepare an inspection report as required by the long-term surveillance plans or other regulatory agreements, and develop corrective action plans as required and complete all corrective actions identified. Corrective actions may range from vegetation control or fence and sign repair to more significant activities such as correcting settlement damage, decommissioning monitoring wells, controlling erosion, or repairing damage caused by human or animal intrusion.
- c. GJO is also responsible for the operations, under Nuclear Regulatory Commission (NRC) requirements, at the Cheney Disposal Cell located 18 miles southeast of Grand Junction. On an annual basis (or as needed), the Contractor shall schedule and conduct the opening of the Cheney cell, and accept and dispose of all contaminated materials approved by DOE for disposal at the Cheney cell.
- d. The Contractor shall also be responsible for the controlling the calibration pads located at the GJO site, the calibration pad located at Walker Field Airport in Grand Junction, and at three remote sites in Grants, New Mexico, Casper, Wyoming, and George West, Texas. The Contractor shall inspect the sites annually, and remove any trash, weeds, or debris that may have accumulated in the immediate area of the calibration pads.

4.1.3 Moab Site Project Support

- a. DOE-GJO has been assigned the responsibility for the Moab, Utah, Uranium Mill Processing Site. Responsibility for remediating the site was assigned to DOE through Public Law 106-389. The Act requires DOE to give consideration to "groundwater restoration and removal, to a site in the state of Utah, for permanent disposition and any necessary stabilization, of residual radioactive

material and other contaminated material from the Moab Site and the floodplain of the Colorado River."

- b. In response to the Act, DOE will prepare a plan for remediation that evaluates the costs, benefits, and risks associated with various remediation alternatives of the site. The National Academy of Sciences (NAS) will conduct an independent study that also evaluates the costs, benefits, and risks associated with various remediation alternatives and make a recommendation for the long-term management of residual contaminants at the site. If the DOE remediation plan is not consistent with NAS recommendations, DOE must prepare a report to Congress explaining the differences.
- c. The Moab mill site consists of approximately 400 acres adjacent to the Colorado River. The tailings pile covers 130 acres and contains an estimated 7.8 million cubic yards of tailings. Both surface and ground water contamination exists at the site as a result of uranium milling activities. Residual radioactive material may have been spread off-site resulting in contaminated properties located away from the Moab mill site. These properties, if any, will also need to be remediated.
- d. The site was formerly owned by the Atlas Corporation and operated from 1956 to 1984. In 1989, the Atlas Corporation placed a temporary cap on the tailings pile and in 1998 filed for bankruptcy. In 1999, the NRC issued an Environmental Impact Statement and approved a license amendment to place a permanent cap on the tailings pile. In 2000, as part of the bankruptcy agreement, NRC selected Pricewaterhouse-Coopers as trustee to implement the remedy, and they initiated tailings pile dewatering, surface water controls, and ground water activities.
- e. The Contractor shall assist DOE in preparing an integrated project management plan defining the scope, schedule, cost, organization and resources needed to manage Moab Site Project Support. The Contractor shall be responsible for the characterization of the site up to the conceptual design, for maintaining the site until the independent procurements are awarded, and for developing the conceptual design. The final design and remediation for the Moab mill site will be provided through separate DOE procurement actions. However, the Contractor shall assist DOE in the review of work products resulting from these independent procurement actions.
- f. The Contractor shall be responsible for performing the field studies and investigations at the Moab mill site. This investigation shall include site characterization, soil sampling, hydrological studies, ground water investigations, computer modeling; and may possibly include the design of a ground water treatment system, or an alternative compliance strategy as appropriate upon evaluation of the data collected.
- g. Initially the Contractor shall assist DOE-GJO in preparing NEPA documentation, and will be responsible for site safety, maintenance, characterization and ground water investigations. The Contractor shall also assist DOE in investigations for an acceptable remote disposal site. As the project progresses, the Contractor shall assist DOE in providing oversight on the project planning, and management of the engineering and construction contracts. This will involve meeting with stakeholders and regulators, reviewing and providing comments on project plans,

schedules, budgets, engineering drawings, specifications, contracts, and invoices. The Contractor shall assist DOE in developing and implementing a Community Relations Plan and perform other activities, as assigned by DOE, assisting in the management of this remedial action project.

4.1.4 Monticello Mill Tailings Site (MMTS) Project (PBS AL022)

- a. The MMTS is a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) project located in Monticello, Utah, and is on the Environmental Protection Agency (EPA) National Priorities List (NPL). In 1988, DOE entered into a Federal Facilities Agreement (FFA) with EPA and the state of Utah, which stipulates that DOE is the lead agency for completing the work, with EPA and the state of Utah having oversight of the projects. The major portion of the work has been completed. Approximately 2.6 million cubic yards of tailings were placed in a newly constructed on-site disposal cell. The cell was closed and completed in May 2000. The restoration of the former mill site is being done with the city of Monticello (through a Cooperative Agreement). The project is divided into three Operable Units (OUs): OU I and II are the surface remediation of the mill site and peripheral properties and OU III is the remediation of surface and ground water. Operable Units I and II are complete.
- b. Operable Unit III is the Monticello Surface and Ground Water Project. Since it was not possible to predict the post-remediation conditions of the ground water and surface water along Montezuma Creek, in an interim Record of Decision (ROD), DOE has agreed to: (1) maintain institutional controls which prohibit the use of alluvial ground water; (2) conduct surface and ground water monitoring to delineate the effects on the water quality due to remediation of the mill site; and (3) acquire data on post remediation conditions and support future ground water modeling and alternative analyses. A Permeable Reactive Barrier has been installed downstream of the former mill site. At the conclusion of the studies (in 2004), the Contractor shall be responsible for preparing a Draft Feasibility Study outlining the preferred final remedy. The final ROD will be prepared in FY 2005.
- c. The Contractor shall continue the activities required in the Long-Term Site Plan, and prepare necessary documents for delisting the site from the NPL when appropriate.
- d. The Contractor shall also provide project management and technical support to assist DOE in the management of the Monticello project. Core activities shall include continued ground water characterization, technical documentation, alternative analysis, and compliance strategy selection.

4.1.5 Pinellas Environmental Restoration Project (PBS AL025)

- a. The Pinellas Science, Technology, and Research (STAR) Center, in Largo, Florida, formerly the Pinellas Neutron Generator Plant, was built in 1956 as part of the DOE nuclear weapons research and development program. In March 1995 the plant was closed and sold to Pinellas County. The facility now houses more than 25 commercial businesses. Initial remediation of the site has been completed; however, DOE is actively engaged in cleaning up ground water contamination resulting from past operations in four areas.

- b. The Contractor shall be responsible for continuing operations and maintenance activities at four (4) Solid Waste Management Units (SWMUs). Three are located on STAR Center property: the Northeast Site, the Wastewater Neutralization Area, and the Building 100/Old Drum Storage Site; and one is located at the 4.5-acre site adjacent to the STAR Center. The SWMUs are described as follows.
1. A ground water treatment system is located at the Northeast Site. The system requires the operation and maintenance of eight recovery wells, water pumps, and air strippers, which are used to volatilize the organic compounds contained in the ground water. Operations include all required support activities such as ground water monitoring, permit compliance, and report preparation. Northeast Site activities also include the implementation of the DOE approved remedial technology to address the recently discovered Non-Aqueous Phase Liquid (NAPL) contamination.
 2. A well field remediation pumping system consisting of two wells is currently in place at the Wastewater Neutralization Area. The system requires operation and maintenance, which includes all required support activities such as ground water monitoring, permit compliance, and report preparation.
 3. Two recovery wells operate at the Building 100/Old Drum Storage Site. The system requires the operation and maintenance of the water pumps. Additional remedial actions will be evaluated by the Contractor and the selected remedial action will be implemented upon DOE direction.
 4. A ground water treatment system is located at the 4.5-acre site adjacent to the STAR Center. The system requires the operation and maintenance of three horizontal wells and bio-sparging of the contaminated water through an oxygen enriched atmosphere by pumping air into the aquifer. Operations include all required support activities such as ground water monitoring, permit compliance, and report preparation.

4.1.6 Uranium Mill Tailings Remedial Action Ground Water Program (PBS AL023)

- a. The EPA Standards for Remedial Action at Inactive Uranium Processing Sites (40 Code of Federal Regulations 192, Subparts A, B, & C) required DOE to clean up residual radioactive materials (tailings and contaminated soils) at each former processing site, and prevent any further release of contaminants into the ground water. The regulations also established ground water clean-up standards, which are protective of human health and the environment. The established compliance strategy framework begins with the consideration of the "no remediation strategy," and proceeds in a stepwise fashion toward "natural flushing with monitoring and institutional controls," and then to an "active-engineered" approach (such as pumping and treatment), if the former strategies are not deemed appropriate to achieve compliance. Compliance strategies have been prepared and approved by the Nuclear Regulatory Commission for 11 of the 22 sites. The remaining 11 sites to be completed reside in three states and

Native American lands. Six of the sites are located in Colorado, three on Navajo Nation land, one in Oregon, and one in Utah. The three unfinished sites on Navajo nation land are subject to applicable Tribal regulations and will likely require an active-engineered approach. At the Tuba City, AZ, site distillation has been implemented; the treat rate is planned for 120 gallons per minute.

- b. The Contractor will be required to provide all technical support and project management activities to meet compliance strategies at each of the remaining 11 UMTRA Title I sites. This shall include ground water monitoring, site characterization, remedial action, compliance action plans, operation and maintenance of engineered treatment systems, such as state-of-the-art distillation, pump and enhanced evaporation, phytoremediation, permeable reactive treatment walls, and completion of interim actions, (alternate water supplies), as required. In addition, the Contractor shall conduct ground water sampling at 22 sites and submit reports according to established reporting protocols, to DOE, outlining the results and recommendations for additional work, if warranted. The DOE will provide technical direction to the Contractor on the need for additional work.

4.2 Task Areas – Other Projects

The following task areas define the smaller projects that are being managed by GJO. Due to their small size, DOE has not developed PBS sheets for these projects.

4.2.1 Environmental Sciences Laboratory

The GJO maintains an Environmental Sciences Laboratory. The Contractor's responsibilities shall include activities related to ground water restoration projects such as chemical barrier research, hydro-geochemical modeling, contaminate transport modeling, and computer model validation studies. On an "as-needed" basis, the Contractor shall perform work for GJO projects and for other DOE organizations. The Contractor shall manage and operate the Environmental Sciences Laboratory for GJO in a cost effective and efficient manner.

4.2.2 Technical Support to Other DOE Offices

The GJO provides assistance to other DOE offices and facilities in technical and programmatic support in the areas of environmental restoration and geoscience. The Contractor will be responsible for providing services including project mission development, project planning and control, baseline management, review of plans, cost estimating, independent verification, and geophysical logging to other DOE offices and facilities during the course of this contract, when authorized to do so by the DOE contracting officer. The following projects are currently assigned to GJO, and are examples of technical support that will be required by the Contractor.

- a. Hanford Facilities

Vadose Zone/Groundwater Integration Project

The DOE Richland Operations Office (RL) and the DOE Office of River Protection (ORP) request a single-contract, geophysical program for execution

under the Ground Water/Vadose Zone (GW/VZ) Integration Project. The GW/VZ Project Scope is inclusive of selected surface and subsurface investigative sites within the 100 Area, 200 Area, and 300 Area Operable Units, as well as selected sites along the Columbia River Corridor not otherwise currently defined, described, or included as individual Operable Units under the DOE-RL management and oversight. Additionally, the GW/VZ Project Scope includes investigation considerations within the 200 East and 200 West Tank Farms and associated facilities under the DOE-ORP management and oversight.

For the DOE-RL and the DOE-ORP GW/VZ Project Scope at the Hanford site, as broadly identified above, the Technical Assistance Contractor shall perform the following geophysical services:

Borehole Geophysical Methods

1. Spectral Gamma Logging System (SGLS)/High Rate Logging System (HRLS), Sodium Iodide (NaI), Bismuth Germanate (BGO) for detection of gamma-emitting radionuclides;
2. Neutron for determination of moisture and porosity (in groundwater monitoring wells);
3. Neutron Capture for detection of nitrate, and sodium/calcium;
4. Passive neutron for detection of transuranic waste;
5. Temperature for locating radwaste concentrations;
6. Borehole TV, cement bond log, gamma-density log, caliper, and borehole deviation (borehole/casing drift) logs for determination of borehole construction and borehole casing construction and integrity;
7. Tracers, colloidal flowmeter, and directional flowmeter for measurements aiding determination of potential subsurface flow; and Spectral gamma, neutron, and cross-borehole tomography for lithologic differentiation and correlation.

Surface Geophysical Methods

1. Ground-Penetrating RADAR (GPR), electro-magnetics, and magnetics for detection of buried piping runs and other unidentified metallic and non-metallic subsurface interferences;
2. GPR and electro-magnetics for enhancement of waste site definition;
3. Electro-magnetics and resistivity for subsurface moisture distribution;
4. High Purity (HP)-Germanium/sodium iodide for detection of gamma-emitting radionuclides at surface grade (aerial surveys are of recognized benefit here, but not included in this procurement); and
5. Beta-scintillation for beta-emitting radionuclides at surface grade.

b. LandTrek Program

The LandTrek program is an interactive web site (<http://www.landtrek.org>) that addresses the transfer, reuse, and environmental characterization of DOE sites nationwide. The program was established by the DOE Headquarters Office of Environmental and Regulatory Analysis. The DOE Oakland Operations Office has been assigned the lead to manage this program for DOE. GJO provides management and technical support to the program, which includes long-term

program development and management consulting. GJO may be requested to assist other DOE offices to develop their web page design and provide technical computer expertise, as required, for day-to-day operations and maintenance of the LandTrek website. The Contractor shall support all DOE-GJO directed activities associated with the LandTrek program.

c. Radiological Assistance Program

The Radiological Assistance Program (RAP) was established to provide assistance in the event of a radiological release, transportation accident, or other event that exposes the public or the environment to radiological contamination. Under this program the DOE responds to telephone inquiries for technical advice, makes referrals to cognizant state agencies, and deploys RAP Teams to the scene of an incident. RAP Teams are equipped to provide radiological surveys to detect alpha, beta, and gamma radiation and contamination, and will provide radiological support to those requesting assistance if directed by the DOE RAP Region 6 coordinator located at the DOE Idaho Operations Office (ID). The Contractor shall support all aspects and functions of the RAP as assigned by DOE-GJO. This task is staffed with health physicists and industrial hygiene resources. The program is a collateral duty function. The level of effort varies as determined by the number of requests for assistance. Required training, drills, and reporting are a routine part of this task.

d. Radiation Outreach Program

The GJO, through ID, provides educational outreach on radiation to schools, first responders, special event stakeholders, and the general public. This effort is coordinated through ID as a means to educate and inform the public to support the transportation of radioactive material. A 24-foot trailer called the "RAD Experience" trailer is the primary educational tool used in this effort. The trailer, along with other educational tools, is used to provide demonstrations on radiation, packaging, and the transportation of radioactive material. The Contractor shall support the Radiation Outreach Program by providing curriculum development, program scheduling, and educational instruction as directed by DOE.

4.2.3 Uranium Lease Management Program

The Atomic Energy Act of 1954 (and other legislative actions) authorized the DOE to withdraw lands from public use and set those lands aside for domestic uranium production. Initially, forty-three (43) tracts of land in Colorado, Utah, and New Mexico (approximately 25,000 acres) were withdrawn for the Uranium Leasing Program. Twenty-eight (28) of these lease tracts have been cleaned up and returned to public use. The remaining fifteen (15) lease tracts are held by private industry, however, there is currently no mining or uranium production activity on these lease tracts. The Contractor shall provide support for management and oversight of all activities, including but not limited to, inspecting the lease tracts for safety problems, eliminating hazards, implementing erosion control, and mitigating potential for public exposure to radiological and hazardous materials on the fifteen (15) active lease properties.

4.2.4 Waste Management and Waste Minimization

The Contractor shall manage hazardous, low-level radioactive, mixed, toxic, non-hazardous and non-radioactive solid wastes, and all other industrial wastes generated from operations and/or managed at the GJO facility. The Contractor shall implement and maintain a waste minimization program to eliminate or minimize pollutant releases to the environment from all aspects of the site operations; and continue efforts to reduce all types of waste generated at the site.

4.2.5 Work for Others Program

GJO performs activities within the scope of its mission for other federal agencies, Indian tribes, and local, state, and both domestic and foreign national governments. The primary purpose of the Work for Others Program is to make the unique GJO technologies, expertise, and facilities available for the benefit of programs of national and international significance. The Contractor shall support GJO by providing technical, programmatic, and administrative support in GJO mission areas, particularly in environmental management and restoration, waste management, and project management activities. Technical support includes, but is not limited to, project mission development, analysis of work plans, regulatory compliance, project management, cost estimating, training, and value engineering. Programmatic support includes, but is not limited to, developing baselines, integrating program activities, tracking milestones, and reviewing programmatic documentation and reports.

5.0 BUSINESS MANAGEMENT

The following task areas define business management functions that the Contractor shall provide and that are necessary for GJO to accomplish its mission and daily work activities. These services will be provided for contractor and federal employees at the Grand Junction Office.

5.1 Documentation Support, Graphics, Reproduction

The Contractor shall provide comprehensive document production support as required by daily GJO operations. This includes the production and distribution of pamphlets, brochures, reports, presentation materials, and other written and graphic documents needed to support contract-wide task order implementation and internal DOE projects. The Contractor shall perform technical writing and editing, graphics development, and reproduction services in coordination with authors and program managers. The Contractor shall provide the capability of handling documents from the rough draft stage through production of a camera-ready copy. The Contractor shall provide reproduction and duplication and printing services on-site or through Government Printing Office (GPO) contracts.

5.2 Information Technology

The contractor shall provide information technology services and administrative processing services as required by GJO operations. Services will include a HELP desk operation, web page development and maintenance, training support, a local area network (LAN), and associated software and hardware management, maintenance, support, planning and acquisition. Existing GJO information technology systems

(hardware and software) do not have to be used or continued as long as needed services are provided. Some of the existing equipment (hardware and software) is outdated, and, in some cases, the vendors can no longer provide technical support for the software. The Contractor may run its own software applications on the GJO LAN to support its overhead functions. See Section J, Attachment D, Government Furnished Property, which includes a summary of software currently available for Contractor use on the GJO LAN.

5.3 Integrated Project Management

- a. The Contractor shall integrate, process, track, analyze, and report data concerning project management, project control, life cycle planning, budget formulation and execution, and financial management. The Contractor shall consolidate data for all GJO activities and contracts in accordance with DOE requirements and evaluate and reconcile any and all data to ensure quality and accuracy of deliverables. The Contractor shall track, manage, and report obligations and costs by individual funding source, and ensure that obligations and costs do not exceed available funding levels. The Contractor shall enter data into the Integrated Planning, Accountability, and Budgeting System Information System (IPABS-IS) in accordance with prescribed procedures and DOE direction. The Contractor shall maintain and report monthly on performance measures and management commitments. The Contractor shall administer life cycle baseline change control procedures and processes in accordance with DOE-EM requirements. The Contractor shall participate in meetings, conference calls, conferences, and other similar forums relating to Integrated Project Management (IPM) responsibilities and shall be available to respond to informal DOE requests for information related to IPM; Contractor employees shall be available to provide this service during all normal working hours.
- b. The Contractor shall provide consolidated data to DOE in the form of reports, briefing materials, life-cycle planning and budgeting submittals, data calls, and ad hoc requests.
- c. These IPM activities are in addition to the project management and control system activities described in Section 6.3 that are necessary for Contractor operations.

5.4 Mail Services

The Contractor shall operate the mailroom and provide mail services on the GJO compound. The mail shall be sorted and distributed to divisional mailboxes, and assistance shall be provided for sending packages via overnight mail. The Contractor shall also assist DOE and contractor personnel in packaging and handling larger items.

5.5 Occupational Health Services

The Contractor shall provide occupational health services on the GJO compound as required by DOE Order 440.1A, *Worker Protection Management for DOE Federal and Contractor Employees*, to include: care for occupational injuries and minor physical complaints; perform standard examinations including baseline physicals, respirator

physicals, and respirator fit tests; provide emergency medical care; and coordinate maintenance of dosimetry records with DOE-ID. The Contractor shall provide a wellness program that includes ergonomics, back injury prevention, and training in cardiopulmonary resuscitation, first aid, and blood borne pathogens. The Contractor shall maintain a random drug-screening program, and an Employee Assistance Program. The Employee Assistance Program shall provide counseling for physical and mental health problems, for stress and emotional/behavioral problems, and for alcohol and substance abuse problems.

5.6 Property Management

The Contractor shall be responsible for the management of government facilities and property, including Government Furnished Facilities and Services and Government Property in accordance with contract clauses H.14 and H.15, respectively.

5.7 Public Affairs/Community Relations

The Contractor shall assist DOE in conducting programs for community relations, education, and media coverage for GJO site activities. This includes establishing and maintaining communication channels to disseminate information to the public, maintaining public reading rooms and administrative records, encouraging public and stakeholder involvement in GJO site activities, and responding to public comment and inquiries. The Contractor shall comply with regulatory and emergency planning/response public affairs requirements. The Contractor shall update and monitor information provided on the GJO website. The Contractor shall respond to Freedom of Information Act (FOIA) requests through the DOE-GJO Public Affairs Specialist. The Contractor shall track and analyze public issues related to project goals, and provide information necessary for effective planning and decision making.

5.8 Records Management and Document Control

- a. The Contractor shall provide a Records Management and Document Control System including responsibility for management of all GJO records. The Contractor shall manage these records through all phases of the records life cycle: creation, collection, maintenance, use, and disposition. The Contractor shall provide records management services and maintain responsibility for records in a variety of media including paper, microfilm, and electronic media.
- b. The GJO currently manages an average of 3,000 cubic feet of inactive records and 1,000 cubic feet of active records. The inactive records are located in three storage vaults with the following volume capacity:

GJO Records Storage Vault Capacity*	
Vault 4 - (1050 sq. ft.)	1840 boxes
Vault 5 - (1733 sq. ft.)	674 boxes + 630 linear feet
Vault 7 - (787 sq. ft.)	1098 boxes
Total Vault Capacity	3612 boxes + 630 linear feet

* 1 box = 1 cubic foot

5.9 Site Security

GJO is a "Property Protection Only" site for security purposes. The Contractor shall maintain the existing security system, which consists of using badge readers for access to DOE and DOE contractor occupied buildings. The Contractor shall coordinate paperwork/reporting for security clearance investigations and reinvestigations for DOE and contractor personnel who have security clearances. The Contractor is responsible for conducting a yearly security briefing. The Contractor shall maintain "best management practices" consistent with private industry standards as directed by DOE.

5.10 Technical Library

The Contractor shall maintain and operate the on-site technical library and reading room in support of the GJO mission, and the general public. The Contractor shall acquire and maintain books, technical reports, regulations, standards, procedures, manuals, periodicals, audio and video tapes, and other publications, provide technical information retrieval via computer-based literature searches and manual reference methods, and provide instructions to personnel in the use of available on-line databases. The GJO library occupies 1057 square feet of space, containing approximately 10,800 documents.

5.11 Technical Training

The Contractor shall coordinate site-specific training for both DOE and contractor personnel, including site access, Radiological Worker, Hazardous Waste Site Training, computer security, and defensive driving. DOE may request the Contractor to develop and/or provide specialized training in areas such as environment, safety and health (ES&H), project management, quality assurance, regulatory provisions and controls, and in other technical disciplines.

5.12 Telecommunications

The Contractor shall operate and maintain the site telecommunications systems. This shall include the computer-based exchange, telecommunications switching equipment, telephone cable system, relocation of telephones, facsimile services, radio communications support, teleconferencing and videoconferencing services, and providing a receptionist to assist personnel with calls. The Contractor shall also provide telecommunications support to the Bureau of Reclamation, which utilizes excess capacity contained within the GJO telecommunications system.

5.13 Warehousing

The Contractor shall maintain an on-site warehousing and stores function which includes maintaining an inventory of commonly used supplies, such as pens, pencils, paper, and other office supplies, and gloves, hard hats, etc. The supplies shall be kept to a minimum quantity, utilizing a "just-in-time" inventory system. The warehouse shall incorporate a shipping and receiving function, and assist in the delivery of items to GJO. The warehouse currently occupies approximately 1800 square feet of space.

6.0 CONTRACT-WIDE TASK AREAS

The Contractor shall incorporate the following functions, along with their associated costs, into all applicable tasks.

6.1 Environmental, Safety, and Health (ES&H) Program

The Contractor shall perform all necessary ES&H functions in accordance with good industry practice and in compliance with applicable regulations and DOE Orders relevant to the GJO mission, including DOE Order 440.1A, *Worker Protection Management for DOE Federal and Contractor Employees*.

The Contractor shall have an Integrated Safety Management (ISM) System Description (SD) for all operations under this contract per ISM System Guidance (DOE G 450.4-1) and DOE Acquisition Regulations. The Contractor shall submit its SD to DOE for readiness verification prior to assumption of its primary responsibilities under this contract to ensure that the integration is complete. See Section I, Clause I.7, 952.223.71 Integration of Environment, Safety, and Health Into Work Planning and Execution (Jun 1997).

6.2 Environmental Compliance

- a. The NEPA requires that all federal agencies consider environmental impacts of their activities. The Contractor shall develop, implement, and maintain an appropriate NEPA program to address requirements related to assigned projects.
- b. The Contractor shall maintain appropriate environmental permits for GJO projects.
- c. The Contractor shall also perform directed environmental monitoring and reporting, perform audits of assigned projects, and report on hazardous materials, waste management, and site operations activities.

6.3 Project Management and Control Systems

- a. The contractor shall maintain a Project Management and Control System (PMCS) approved by DOE. The PMCS establishes and integrates the technical scope, cost, and schedule baselines and shall serve as a tool for budget development, baseline planning and control (including life-cycle baselines), performance measurement and metrics, reporting and analysis, and funds management.
- b. The PMCS and PMCS reporting requirements will apply to all GJO projects; however, it may be implemented on a graduated scale on smaller projects as outlined in the criteria set forth in the DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets. (See Section J, Attachment A for Reporting Requirements)

7.0 OTHER FUNCTIONS

- a. The Contractor shall be responsible for the performance of transition activities at the beginning and at the end of this contract as well as miscellaneous administrative support activities required for contract performance.
- b. The Contractor shall perform all internal administrative, financial, human resources, purchasing, and other functions in accordance with generally accepted industry practices.
- c. The Contractor shall provide building maintenance, janitorial services, equipment calibration and repair in the Analytical Chemistry Laboratory, the Environmental Sciences Laboratory, and the Soils Preparation Laboratory (Buildings 20, 32, and 46) as required to maintain their operations.

PART I

SECTION D

Packaging and Marking

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SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverables under this contract shall be in accordance with good commercial practices; adequate to ensure acceptance by common carrier; and provide safe transportation at the most economical rate(s).

D.2 MARKING

(a) Each package, report, or other deliverable product shall be accompanied by a letter or similar type of transmittal document which:

- (1) Identifies the contract by number under which the item is being delivered;
- (2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
- (3) Indicates whether the contractor considers the delivered item to partially or fully satisfy the deliverable product.

(b) For any package, report, or other deliverable product being delivered to another party (other than the Contracting Officer), a copy of the document, accompanied by the transmittal letter required in paragraph (a), above, shall also be simultaneously provided to the Contract Administrator identified in Section G.

PART I

SECTION E

Inspection and Acceptance

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) or any other duly authorized Government representative.

E.2 ACCEPTANCE

Acceptance of all work and effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly authorized representative. Only the Contracting Officer is authorized to accept nonconforming work.

E.3 FAR 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may--
 - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the contract for default.

PART I

SECTION F

Deliveries or Performance

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DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The contractor shall provide the plans, reports, and records specified in Section J, Attachment A, Reporting Requirements. In addition, special plans and reports shall be prepared and submitted as prescribed by the Contracting Officer.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The majority of the contract performance will take place on-site at DOE Grand Junction Office, Grand Junction, CO. The remaining work may take place at Moab, UT; Largo, FL; Monticello, UT; Tuba City, AZ; Monument Valley, AZ; Shiprock, NM; and, other locations as identified in the task orders.

F.3 PERIOD OF PERFORMANCE

The basic period of performance of this contract shall be for three years from the effective date of the contract award. All work under this contract, including completion of all reports, shall be completed within the period of performance, unless otherwise specified. The contract period of performance may be extended for two years, as described in Section B. The option period shall become effective solely at the discretion of DOE in accordance with the Section B.4 clause entitled "Option to Extend."

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default or the Termination for Convenience of the Government clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

PART I

SECTION G

Contract Administration Data

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence, submitted under this contract, shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Contracting Officer Representative (COR), with an information copy of the correspondence to the Contracting Officer.
- (b) Other Correspondence. Other than technical correspondence shall be addressed to the Contracting Officer with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contracting Officer as the focal point of contact.
- (c) Classified Correspondence. None.
- (d) The DOE Administrative Contracting Officer's Address
The Contracting Officer's name, address, and phone number are as follows:

Administrative Contracting Officer

U.S. Department of Energy
Grand Junction Office
Attn: Mr. Eben Greybourne
2597 B 3/4 Road
Grand Junction, CO 81503
Telephone Number: (970) 248-6043
FAX: (970) 248-6023
e-mail: Eben.Greybourne@gjo.doe.gov

- (e) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, contractor's name, and topic.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The work to be performed under this contract is subject to the monitoring of the COR identified below.

The COR's name, address, and phone number are as follows:

U.S. Department of Energy
Grand Junction Office
Attn: Mr. Raymond M. Plienness, GJO Deputy Manager
2597 B ¾ Road
Grand Junction, CO 81503
Telephone Number: (970) 248-6091
FAX: (970) 248-7646
e-mail: Ray.Plienness@gjo.doe.gov

G.3 BILLING INSTRUCTIONS

The contractor shall submit invoices in accordance with the Billing Instructions, identified in Part III, Section J, Attachment B, and other applicable clauses of this contract.

G.4 ANNUAL INDIRECT COST RATE SUBMISSION

- (a) If the Contractor has an established Cognizant Contracting Officer (CCO) for indirect rate determinations, the contractor shall identify the CCO to the Contracting Officer. If the Contractor has no CCO, a Contracting Officer at the Idaho Operations Office will serve as the CCO.
- (b) In accordance with the "Allowable Cost and Payment" clause in Section I of this contract, the Contractor, as soon as possible but not later than ninety (90) days after the expiration of its Fiscal Year (FY), shall submit to the CCO, a proposed final indirect cost rate(s) for that period based upon the Contractor's actual cost experience during that period, together with supporting data.
- (c) The Contractor shall also provide a copy of these proposed final indirect rate or rates to the Contracting Officer.
- (d) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the cost principles in effect as of the effective date of this contract.
- (e) The settlement of final indirect cost rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.
- (f) Pending settlement of final indirect cost rates for any period, the Contractor shall be reimbursed for indirect rates at billing rates acceptable to the CCO. These billing rates are subject to appropriate adjustments when the final indirect cost rates are determined. The contractor shall provide to the CCO annually, within ninety (90) days after the expiration of its FY, a billing rate proposal, along with supporting documentation. If billing rates change substantially at any time during the contract performance period, the Contractor shall notify the CCO in writing. Upon review of the annual billing rate proposal, or any notification of substantial rate change during the contract period of performance, the CCO may adjust the approved billing rate. In the event that adjustment is to be applied retroactively, the Contractor shall make appropriate adjustments on its next voucher. The Contractor is responsible for not

incurring costs in excess of the amount obligated, including rate changes, under the "Limitation of Funds" clause.

G.5 REMITTANCE

Remittance under this contract shall be made electronically. The Contractor must furnish the Administrative Contracting Officer with a completed Standard Form 3881, ACH Form.

G.6 INVOICES

The Contractor may be paid once every two weeks, after approval and certification by the Contracting Officer of satisfactory contract performance. The Contractor shall submit invoices, supported by the appropriate documentation as required. The contractor shall submit a certificate signed by the Project Manager, or their designated representative, attesting that the work was actually and satisfactorily performed. All invoices shall be submitted directly to the Contracting Officer. The Contracting Officer may direct the contractor to submit copies to others.

G.7 PROPERTY ADMINISTRATOR

The Contracting Officer has delegated certain duties and responsibilities associated with the government-furnished property and/or contractor-acquired property administration under this contract to the Property Administrator. Their address and telephone number are as follows:

U.S. Department of Energy
Grand Junction Office
Attn: Mr. Eben Greybourne
2597 B 3/4 Road
Grand Junction, CO 81503
Telephone Number: (970) 248-6043
FAX: (970) 248-6023
e-mail: Eben.Greybourne@gjo.doe.gov

PART I

SECTION H

Special Contract Requirements

PART I – SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 MODIFICATION AUTHORITY

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

- (a) Accept nonconforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any terms of the contract.

H.2 SUBCONTRACTS

Prior to the placement of subcontracts and in addition to the requirements of the FAR clause 52.244-2 in Section I, entitled "SUBCONTRACTS – Alternate II (AUG 1998)" the Contractor shall ensure that:

- (a) Subcontracts contain all of the flow down clauses of this contract (modified as necessary for proper identification of the contracting parties);
- (b) Subcontracts contain the applicable Subcontractor Representations and, and are in compliance with FAR 15.
- (c) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required Contracting Officer approval is obtained. Except as may be expressly set forth therein, any consent by the Contracting Officer for placement of subcontracts shall, in no way, relieve the prime contractor herein of any obligations or responsibilities it may otherwise have under this contract or law, shall neither create any obligation of the government to, or privity of contract with the subcontractor, and shall be without prejudice to any right or claim of the government under this prime contract. The Contracting Officer's consent will not constitute a determination of subcontract price, allowability of costs, or acceptance of subcontract terms and conditions;
- (d) They obtain and furnish to the Contracting Officer either an Organizational Conflict of Interest (OCI) Disclosure or Representation pursuant to the latest FAR and DEAR guidance for all subcontractors to be utilized under this contract. The subcontractor shall perform no work until cleared by the Contracting Officer in writing.

H.3 SERVICES OF CONSULTANTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)

- (a) In addition to the provisions of the FAR Clause 52.244-2, Section I, entitled "SUBCONTRACTS – Alternate II (AUG 1998)" the prior written consent of the Contracting Officer also shall be obtained:

- (1) whenever an employee of the Contractor is to be reimbursed as a "consultant" under this contract;
 - (2) for the utilization of the services of any consultant under this contract exceeds the daily rates of \$1000, exclusive of travel costs; or
 - (3) where the services of any consultant under this contract will exceed 10 days in any calendar year, or exceed a total value of \$10,000.
- (b) Whenever the Contracting Officer's written consent is required, the Contractor will obtain and furnish to the Contracting Officer the information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether such fees to be paid to any consultant exceed the lowest fee charged by consultants to other firms for performing consulting services that are similar in nature.
- (c) The Contractor must obtain and furnish to the Contracting Officer either an OCI Disclosure or Representation pursuant to the latest DOE guidance for all consultants to be utilized prior to their performing any effort under this contract. No effort shall be performed by the consultant until cleared by the Contracting Officer in writing.

H.4 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated _____ (to be completed in ink prior to award), are hereby incorporated by reference.

H.5 STANDARD INSURANCE REQUIREMENTS

In accordance with the FAR Clause 52.228-7 (APR 1984) entitled "INSURANCE – LIABILITY TO THIRD PERSONS," the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
 - (1) The amount required by the state of Colorado under applicable Workers' Compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$500,000.
- (b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.6 PERSONNEL SECURITY

- (a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the COR that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) The Contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated. Badges shall be returned to the COR.

H.7 AUTOMATED DATA PROCESSING EQUIPMENT LEASING

- (a) Prior to the Contractor leasing ADPE equipment for use under this contract, a "lease versus buy" analysis shall be submitted to the Contracting Officer for review and approval.
- (b) If the Contractor leases ADPE for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to approve any purchase option(s) under the rental contract between the Contractor and the ADPE vendor and to realize any other benefits earned through rental payments.
- (c) The Contractor shall furnish a copy of the rental contract to the Contracting Officer and the COR.

H.8 OBSERVANCE OF LEGAL HOLIDAYS

The Government hereby provides notice and the Contractor hereby acknowledges receipt that federal personnel observe the following days as holidays.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day

- 9. Thanksgiving Day
- 10. Christmas Day

The Contractor shall conform to these holidays observed by the government and agrees to continue to provide sufficient personnel to perform scheduled critical tasks and shall be guided by the instructions issued by the Contracting Officer.

H.9 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private concerns or the Government, the Contractor shall treat such information as confidential and agree not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized to do so by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information, which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt, nor was acquired directly or indirectly from the Government or other companies; and
 - (4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access under which the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the terms of this clause with each company supplying information to the Contractor and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information

obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

- (e) This special contract requirement shall flow-down to all subcontracts.

H.10 SOFTWARE RIGHTS

If at any time during the performance of this contract, the Contractor has reason to believe that:

- (a) The utilization of government-furnished computer resources, specifically government-furnished software, may involve or result in the violation of the DOE's license agreement; or
- (b) The performance of a requirement or task would involve the acquisition of licensed software to be delivered to the Government. The Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances. The Contractor is not authorized to: (1) acquire software which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer, (2) violate any software any licensing agreements or (3) cause the DOE to violate any licensing agreement.

H.11 ORDERING PROCEDURE

Performance under this contract shall be subject to the following ordering procedure:

- (a) General Requirements: The following general requirements apply to all work ordered and performed under this contract.
 - (1) Work will be performed under this contract only upon issuance of and pursuant to task orders approved and issued in writing by the DOE Contracting Officer.
 - (2) A task order is issued to provide further definition to an already existing administrative or technical requirement described in general terms in the contract. The work described in each task order must clearly fall within the scope of the contract. A task order cannot change the scope or any other terms or conditions specified in the contract. When it is determined that any Government requirements do not fall within the scope of this contract, those requirements must be obtained by separate contract or by negotiated supplemental agreement to this contract issued by the DOE Contracting Officer.
 - (3) The Contracting Officer will issue task orders when work requirements materialize. Each task order will define the specific activities to be performed and completed, and the specific items to be delivered by the Contractor. Task orders may encompass more than one task area/activity or more than one task order may be placed against a single task area/activity.

- (4) Task orders shall be comprised of an approval page, the statement of work, performance requirements, a schedule of deliverables, the budget, and applicable attachments. The specific format shall be determined by mutual agreement between the parties.
- (5) Task orders shall be performance-based; meaning that, to the extent applicable, the performance requirements will be developed in a format comprised of performance objectives, performance measures, and performance expectations. These elements are defined as follows:
 - a. Performance Objective - A statement of the outcome or results expected in a specific task area.
 - b. Performance Measures – The critical few characteristics or aspects of achieving the objective that will be monitored and evaluated by the Government, i.e., those things that the Government will be gathering data about. Each objective may have one or more measures.
 - c. Performance Expectations – The targeted level or range of levels of performance for each performance measure.

These performance requirements will be used to track work progress and will provide a basis for determining performance incentives or award fee amounts. Under this arrangement, it is incumbent upon the Contractor to provide both efficient and effective services that will achieve quality results in a timely and cost effective manner, and to constantly improve performance by implementing innovative practices and techniques to increase technical performance while reducing or avoiding costs. The Contractor is encouraged to use subcontracting, where appropriate, to achieve efficiency and costs minimization.

- (6) In addition to the technical information provided in the task orders, the Government may give the Contractor technical direction. It is imperative, however, that the Government provide and the Contractor receive all technical direction in strict accordance with the Technical Direction clause of this contract so as to preclude the actual or apparent use of personal services.
- (7) Task orders will be written to define a finite block of work that is to be performed within a specified period of time. Changes to requirements that are within the scope of an approved task order or that are clearly not severable from the individual task order will be incorporated into the task order by modification. All others requirements shall be obtained by initiating a new task order.
- (8) Task order modifications will be prepared and processed in the same manner as the basic task orders.

- (b) Task Orders Placement – Task orders shall be initiated using the following procedures.
- (1) The task order SOW and applicable performance requirements shall be furnished to the Contractor. Subsequently, Government representatives will meet with the Contractor's representatives to insure that they clearly understand the Government's requirement. If necessary, the SOW will be revised pursuant to these discussions.
 - (2) The Contractor shall prepare a Work Plan. In the Work Plan the Contractor shall propose an approach for performing the work, the period of performance and completion schedule, the required personnel (skill mix) and other resources, performance-based measures for accomplishing the work and the proposed budget (estimated costs with supporting cost information: labor hours and rates, Other Direct Cost details, subcontract costs, general and administrative (G&A), and fees). The Contractor shall furnish the completed Work Plan to the government by the date set forth in the SOW transmittal document.
- (c) Task Order Execution and Administration
- (1) The Contractor shall commence work upon receipt of a task order, approved in writing, from the DOE Contracting Officer. The Government assumes no responsibility for work performed or costs incurred by the Contractor prior to the issuance of an approved task order. The Contractor shall be obligated to perform the task order, as approved.
 - (2) If during performance the need arises for a change to the statement of work, the delivery schedule, or any other provision of the task order, the task order will be modified to reflect the change. If the Contractor identifies the need for a change, the Contractor's representative shall notify the Government and provide a complete description of the nature of the change. Once identified, the Government shall evaluate the change. If the change is found to be necessary or beneficial and in the best interest of the Government the task order will be modified using the same procedure outlined in paragraphs (b), above.
 - (3) The Contractor shall commence any changed work upon receipt of a task order modification, approved in writing, from the DOE Contracting Officer. The Government assumes no responsibility for work performed or costs incurred by the Contractor regarding the change prior to the issuance of an approved task order modification. The Contractor shall be obligated to perform the task order, as modified.
 - (4) The Government shall review and accept work products and activities delivered or performed by the Contractor in accordance with the delivery provisions of the contract. The Government shall evaluate Contractor performance in accordance with the task order performance requirements.

H.12 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the work called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE Grand Junction Office, Public Affairs Officer, Grand Junction, Colorado, 81503. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

H.13 GOVERNMENT FURNISHED FACILITIES AND SERVICES

- (a) In accordance with the property clauses, entitled GOVERNMENT PROPERTY (Facilities Use) (Far 52.245-11) (April 1984), LIABILITY FOR THE FACILITIES (FAR 52.245-8) (January 1997), and USE AND CHARGES (FAR 52.245-9) (April 1984), the Government Furnished Property listed in Section J, Attachment H, is hereby provided for use in the performance of this contract.
- (b) The Government Furnished Facilities are comprised of the office, warehouse, and laboratory space, which is located at the Grand Junction Office Site in Grand Junction, Colorado. The office space covers approximately 67,090 square feet in three adjacent buildings, the warehouse space covers approximately 1,800 square feet in one building, and the laboratory space covers approximately 21,557 square feet in two adjacent buildings. The Contractor shall be free to determine the use of those areas of Government Furnished Facilities, which have not been pre-designated by the Government.
- (c) The Government furnished space includes office furnishings (desks, chairs, book cases, file cabinets, etc.) that are presently in the offices in an "as-is" condition, as well as utilities, telephones and telephone service, and janitorial services.
- (d) The Government shall also provide Personal Computers and connection to the GJO Local Area Network computer system for each on-site employee and for operational needs. Hardware and software information is provided in Contract Section J, Attachment D.
- (e) The Contractor shall manage all Government Furnished Facilities and services in accordance with the applicable clauses of this contract and DOE regulations, orders and directives.

H.14 GOVERNMENT PROPERTY

- (a) In accordance with the DEAR property clause, entitled, DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986), the property listed in Section J, Attachment D, is hereby provided for use in the performance of this contract.
- (b) Reporting Requirements.
 - (1) The reports required in accordance with the clause referenced above, and as specified in DEAR Part 945, shall be submitted on DOE Form 4300.3, pursuant to DEAR Part 945 and the form's instructions.

- (2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.
- (c) Notwithstanding the government property clause cited in paragraph (a), above, the Contractor is not authorized to acquire, as a direct charge item under this contract, any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items without obtaining prior written approval from the Contracting Officer. The Contractor shall identify new project equipment and property requirements on an annual basis. A request for purchase approval shall be submitted to the DOE in conjunction with the annual or task order budgets. The request shall include a "needs" justification, a cost estimate (supported by a market survey and analysis of the most economical method of acquisition), the required delivery date, and an explanation of the impact upon assigned work if the equipment or item is not received in a timely manner. Interim equipment and property requirements will be handled on a case-by-case basis following the same approval procedure set forth above. Title to all equipment and property acquired by the Contractor will vest with the Government and will be administered as Government Property.
- (d) In addition to the government property furnished to the Contractor for performance of this contract, the Contractor shall be responsible for the management of Government Property controlled by the GJO but not furnished to the Contractor for contract performance. This property is primarily located at the Grand Junction Site and is identified in Section J, Attachment D. The Contractor's specific responsibilities with regard to this property are as follows:
- (1) Develop (as required), implement, and administer policies, programs, and procedures applicable to government property.
 - (2) Acquire, move, and disposition government property (equipment and materials) as directed by DOE.
 - (3) Track all government property, maintain a complete list of government property, and perform a physical inventory, as necessary.
 - (4) Maintain and repair government property as directed and authorized by the Contracting Officer.
 - (5) Provide a report of government property to the Property Administrator as requested, but at least annually. The report shall contain, as a minimum, a complete list of all government property with description, location and identifying numbers, maintenance log, and dates placed in or taken out of service.
 - (6) Provide shipping and receiving of government property, including hazardous and radioactive materials, as required by the GJO.

H.15 COMPUTER SYSTEMS SECURITY

- (a) The Contractor agrees to comply with the applicable DOE Orders and all other regulations and requirements pertaining to computer systems security.
- (b) The Contractor shall immediately issue written notification through the COR to the DOE GJO Computer Security Site Manager or Computer Protection Program Manager when an employee of the contractor is no longer working on the contract, or no longer requires access, to GJO computer systems.

H.16 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The DOE contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.17 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

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

H.18 PAYMENT OF FEE

The Contracting Officer may authorize provisional payments of award fee during contract performance. These incremental provisional payments will be calculated to total less than the Government's estimate of what it expects the Contractor to earn during the award fee period. At the conclusion of the award fee period the Government will evaluate the Contractor's performance in accordance with the Fee Evaluation Plan and determine an award fee amount payable to the Contractor. This contract will be unilaterally modified by the Government to incorporate the award fee amount, as determined by the Fee Determination Official. Upon receipt of the contract modification,

the Contractor may submit a public voucher for payment of the total award fee earned, less any provisional amounts paid during the award fee period. If the provisional payments are greater than the amount of award fee earned, for the period, the Contractor shall promptly credit the amount of the overpayment to the Government.

H.19 PERFORMANCE EVALUATION PLAN

- (a) A Performance Evaluation Plan upon which the determination of any award fee shall be based, the criteria under each area evaluated, and the percentage of award fee, if any, available for each area, shall be unilaterally established by the Government. The Performance Evaluation Plan will be developed in accordance with Performance-Based Fee Determination Procedures as provided in Part III, Section J, Attachment I. The Performance Criteria shall be provided within 30 calendar days after the start of the first evaluation period.
- (b) The Government shall evaluate the Contractor's performance in accordance with the Performance Evaluation Plan. The results of the evaluation shall be presented to the Fee Determination Official (FDO) who shall make the final fee determination. Once the determination is made, the Government shall promptly advise the Contractor of the award fee earned and shall provide the supporting rationale for the fee determination. While it is recognized that the basis for the determination shall be the evaluation results, pursuant to the Performance Evaluation Plan, the FDO may also consider any information available, which relates to the Contractor's performance of contract requirements, in making the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of contract performance, which is specified in the Performance Evaluation Plan, the FDO may, at his or her discretion, determine the Contractor's overall performance to be unacceptable, and accordingly, may withhold the entire award fee for that evaluation period.

H.20 EQUIVALENT FEDERAL WAGE RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determinations Number 1994-2083, Revision 14, dated 9-13-2000; and, Number 1994-2531, Revision 16, dated 9-13-2000. Copies of these wage determinations are attached to this contract. Furthermore, the clause(s), entitled "Service Contract Act of 1965, as Amended" and "Statement of Equivalent for Federal Hires Rates," are applicable and located in Section I of this contract.

H.21 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTI-YEAR CONTRACTS AND OPTION PERIODS)

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (b) The minimum prevailing wage determination, including fringe benefits, issued under the Service Contract Act of 1965 (41 U.S.C. 351-358), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current at the beginning of each option period, shall

apply to any exercised option of this contract. When no such determination has been made applicable to this contract, then the current federal minimum wage as established by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206) shall apply to any exercised option of this contract.

- (c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the contractor in the wages or fringe benefits of employees working on this contract to comply with--
 - (1) The Department of Labor determination of minimum prevailing wages and fringe benefits applicable at the beginning of the renewal option period;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (d) Any such adjustment will be limited to increases or decreases in wage or fringe benefits as described in paragraph (c) above, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance. It shall not otherwise include any amount for general and administrative cost, overhead, profit, or fee.
- (e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing shall preclude the government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement, or determination of any such adjustment and its effective date.
- (f) The Contracting Officer or an authorized representative, shall (until the expiration of three years after final payment under the contract,) have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

H.22 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999)

The Contractor or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to

Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.23 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS

The Contractor shall assume responsibility for existing subcontracts and other contractor and third party agreements from Contract Number DE-AC13-96GJ87335 and Contract Number DE-AC13-96GJ87460, which extend beyond the term of the prime contracts, or for which unsettled claims or demands remain. These include: 1) all subcontracts and purchase orders, 2) cooperative research and development agreements, 3) consent orders, 4) regulatory agreements and permit requirements and 5) other agreements in effect prior to execution of this contract.

The Contracting Officer shall provide copies of those contracts and agreements upon award of the contract.

H.24 COMMUNITY COMMITMENT

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: 1) recognizing the diverse interests of the region and its stakeholders, 2) engaging regional stakeholders in issues and concerns of mutual interest, and 3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the contract will be consistent with the intent of the policy and elements set forth above.

H.25 CORPORATE HOME OFFICE EXPENSES

Except for reasonable transition costs, corporate home office costs of the Contractor shall be unallowable under this contract without the prior written approval of the Contracting Officer.

H.26 ENVIRONMENTAL JUSTICE

The Contractor shall embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on nondiscrimination in its programs that affect human health and the environment. The Contractor shall comply with Executive Order 12898 on Environmental Justice.

H.27 EVALUATION OF SUBCONTRACTORS

The DOE and Contractor are committed to zero accidents at GJO. To that end, the Contractor shall require all site subcontractors to ensure that they have an acceptable ES&H program and that program contains flow-down requirements from the Contractor's Integrated Safety Management Program.

H.28 INTER-DOE WORK ORDERS

The Contractor shall perform work for other DOE prime Contractors on a full cost recovery basis. All work shall be authorized by the Contracting Officer and issued to the Contractor for performance through the task order procedure.

H.29 TRANSITION COSTS

Transition costs include all costs relating to the contractor's activities during the first 45 days as well as the costs associated with relocating their key personnel.

H.30 USE OF DOE FACILITIES FOR WORK FOR OTHERS

- (a) DOE may authorize the Contractor to perform non-DOE funded work involving the use of DOE facilities and resources, including Contractor staff, provided that the work is consistent with applicable laws and regulations and satisfies DOE policies regarding mission compatibility and competition with the private and public sector.
- (b) When a work request is submitted by a sponsoring, non-DOE entity, the Contractor shall, when requested by DOE,
 - (1) Review the work statement for mission compatibility to assure that the work is consistent with and complementary to the mission of the contract and the facility, will not adversely affect assigned programs, and will not unduly burden mission resources;
 - (2) Advise the Contracting Officer if the Contractor is aware that performance of the work would result in direct competition with capabilities available in the private or public sector;
 - (3) Develop a cost estimate for the work to be performed and describe the DOE equipment, facilities and Contractor staff required to complete the effort; and
 - (4) Upon receipt of DOE authorization, perform the requested work in accordance with instructions provided by the Contracting Officer.
- (c) The performance of non-DOE funded work shall be subject to the provisions of this contract and to other applicable rules, regulations, and policies as may be specifically directed to the Contractor's attention by the Contracting Officer.

PART II

SECTION I

Contract Clauses

PART II – SECTION I
CONTRACT CLAUSES
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PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

<http://www.arnet.gov/far>
<http://www.pr.doe.gov/dear.html>

NUMBER	DATE	TITLE
FAR 52.203-3	APR 1984	GRATUITIES
FAR 52.203-5	APR 1984	COVENANT AGAINST CONT. FEES
FAR 52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
FAR 52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
FAR 52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR 52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
DEAR 952.208-70	APR 1984	PRINTING
FAR 52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
DEAR 952-209-72	JUN 1997	ORGANIZATIONAL CONFLICT OF INTEREST
FAR 52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
FAR 52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
FAR 52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
FAR 52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
FAR 52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
FAR 52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY

FAR 52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
FAR 52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
FAR 52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS
FAR 52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT (Modified by DEAR 952.216-7 for Commercial Organizations)
FAR 52.216-18	OCT 1995	ORDERING
FAR 52.216-19	OCT 1995	ORDER LIMITATIONS
FAR 52.216-21	OCT 1995	REQUIREMENTS
FAR 52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
FAR 52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR 52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
FAR 52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
FAR 52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
FAR 52.222-3	AUG 1996	CONVICT LABOR
FAR 52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-26	FEB 1999	EQUAL OPPORTUNITY
FAR 52.222-29	FEB 1999	NOTIFICATION OF VISA DENIAL
FAR 52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
FAR 52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
FAR 52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
FAR 52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - <i>Alternate I (JUL 1995)</i>
FAR 52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
FAR 52.223-6	JAN 1997	DRUG-FREE WORKPLACE
FAR 52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
FAR 52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
FAR 52.224-2	APR 1984	PRIVACY ACT
FAR 52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
FAR 52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
FAR 52.227-3	APR 1984	PATENT INDEMNITY
FAR 52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
FAR 52.228-7	APR 1984	INSURANCE - LIABILITY TO THIRD PERSONS
FAR 52.232-17	JUN 1996	INTEREST

FAR 52.232-22	APR 1984	LIMITATIONS OF FUNDS
FAR 52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
FAR 52.232-25	JUN 1997	PROMPT PAYMENT
FAR 52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
FAR 52.233-1	DEC 1998	DISPUTES - <i>Alternate I (DEC 1991)</i>
FAR 52.233-3	AUG 1996	PROTEST AFTER AWARD - <i>Alternate I (JUN 1985)</i>
FAR 52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
FAR 52.237-3	JAN 1991	CONTINUITY OF SERVICES
FAR 52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
FAR 52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
FAR 52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
FAR 52.242-13	JUL 1995	BANKRUPTCY
FAR 52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT - <i>Alternate I (APR 1984)</i>
FAR 52.244-2	AUG 1998	SUBCONTRACTS - <i>Alternate II (AUG 1998)</i>
FAR 52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
FAR 52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
FAR 52.245-1	APR 1984	PROPERTY RECORDS
FAR 52.245-8	JAN 1997	LIABILITY FOR THE FACILITIES
FAR 52.245-9	APR 1984	USE AND CHARGES
FAR 52.245-11	APR 1984	GOVERNMENT PROPERTY (FACILITIES USE)
FAR 52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED AS IS
FAR 52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
FAR 52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
FAR 52.248-1	FEB 2000	VALUE ENGINEERING
FAR 52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
FAR 52.249-14	APR 1984	EXCUSABLE DELAYS
FAR 52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
FAR 52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
FAR 52.253-1	JAN 1991	COMPUTER GENERATED FORMS
DEAR 952.204-2	SEP 1997	SECURITY
DEAR 952.204-70	SEP 1997	CLASSIFICATION/DECLASSIFICATION
DEAR 952.204-71	APR 1994	SENSITIVE FOREIGN NATIONS CONTROLS
DEAR 952.204-74	APR 1994	FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

**I.2 FAR 52.202-1 DEFINITIONS (OCT 1995) (As Modified by DEAR 952.202-1)
(MAR 1985)**

- (a) "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

- (b) "Commercial component" means any component that is a commercial item.
- (c) "Commercial item" means--
- (1) Any item other than real property that is of a type customarily used for nongovernmental purposes and that--
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
 - (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
 - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet federal government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
 - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are a type customarily combined and sold in combination to the general public;
 - (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
 - (i) Offers such services to the general public and the federal government contemporaneously and under similar terms and conditions; and
 - (ii) Offers to use the same work force for providing the federal government with such services as the source uses for providing such services to the general public;

- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
 - (7) Any item, combination of items, or service referred to in subparagraph (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
 - (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple state and local governments.
- (d) "Component" means any item supplied to the federal government as part of an end item or of another component.
- (e) "Nondevelopmental item" means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a federal agency, a state or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (h) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the first three years of the contract provided that the Government

gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.4 FAR 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (As Modified By DOE HQ 99-03) (MAY 1999)

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

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam" era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The

Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding federal contracts of \$25,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in

the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (d) Applicability. (1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the CO.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.5 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer Representative (COR). The term, "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled, "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical directions within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled, "Disputes."

I.6 FAR 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS) (JAN 1986) (As Modified by DEAR 952.245-5)

(a) Government-furnished property.

- (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
 - (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
 - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

- (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

- (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—
 - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above;
 - or
 - (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

- (1) The Government shall retain title to all Government-furnished property.
- (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--
 - (i) Issuance of the property for use in contract performance;
 - (ii) Commencement of processing of the property or use in contract performance; or
 - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property.

The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with FAR Subpart 45.5 and DEAR Subpart 945.5 as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DEAR Subpart 945.5.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access.

The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

- (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.
- (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
 - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
- (3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
- (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
 - (B) Occurred while an approved program or system was maintained by the Contractor.
- (4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for

reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

- (5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--
 - (i) The lost, destroyed, or damaged Government property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the Government property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.
- (7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
- (8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment.

When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises.

Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment made under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications.

All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.7 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUN 1997)

(a) For the purposes of this clause,

- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees include subcontractor employees.

(a) In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.

- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the Contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The Contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the Contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

- (e) The Contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the Contracting Officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the Contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The Contractor shall comply with, and assist the DOE in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract on Laws, Regulations, and DOE Directives. The contractor shall cooperate with federal and non-federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The Contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Contracting Officer may issue an order stopping work in whole or in part. Any stop work order issued by a Contracting Officer under this clause (or issued by the Contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the Contracting Officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) The Contractor is responsible for compliance with the ES&H requirements applicable to this contract regardless of the performer of the work.
- (i) The Contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may require that the subcontractor submit a Safety Management System for the Contractor's review and approval.

I.8 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the Contractor until disposal is authorized by DOE or at the option of the Contractor

delivered to DOE upon completion or termination of the contract. If the Contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

I.9 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- (b) The Contractor shall request the required OMB clearance from the Contracting Officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the Contracting Officer.

I.10 DEAR 952.247-70 FOREIGN TRAVEL (MAR 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1A, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

I.11 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

- (a) The Contractor shall take advantage of travel discounts offered to Federal contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. The Military Traffic Management Command (MTMC) of the Department of Defense negotiates rate agreements with car rental companies that are available

to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline Guide's Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

I.12 DEAR 952.235-70 KEY PERSONNEL

The personnel specified in an attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

I.13 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).

- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.
- (d) (1) Indemnification. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
- (i) Arises out of, results from or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
 - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;
2. Contributory negligence;
3. Assumption of risk; or
4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event, which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR Part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR Part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
- (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
- (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

- (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
 - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
 - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of a claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e, of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The Contractor shall give immediate written notice to DOE of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE, copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this contract.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled, "Contract Disputes," provided, however, that this clause shall be subject to the clauses entitled, "Covenant Against Contingent Fees, and Accounts, Records, and Inspection," and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

- (i) Civil penalties. The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223C of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The Contractor shall insert this clause in any subcontract, which may involve the risk or public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

Effective date

- () See Note II below for instructions related to this section on Effective Date.

Relation to general indemnity

- () See Note III below for instructions related to this section on Relationship to General Indemnity.

NOTE I: Paragraph (i) of the clause will be replaced with "Reserved" in contracts specifically exempted from civil penalties by section 234 of the Act. That subsection provides that the following DOE contractors are not subject to the assessment of civil penalties:

- (1) The University of Chicago (and any subcontractors or suppliers thereto) for activities associated with Argonne National Laboratory;
- (2) The University of California (and any subcontractors or suppliers thereto) for activities associated with Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Lawrence Berkeley National Laboratory;
- (3) American Telephone and Telegraph Company and its subsidiaries (and any subcontractors or suppliers thereto) for activities associated with Sandia National Laboratories;
- (4) Universities Research Association, Inc. (and any subcontractors or suppliers thereto) for activities associated with FERMI National Laboratory;
- (5) Princeton University (and any subcontractor or suppliers thereto) for activities associated with Princeton Plasma Physics Laboratory;
- (6) The Associated Universities, Inc. (and any subcontractors or suppliers thereto) for activities associated with the Brookhaven National Laboratory; and

- (7) Battelle Memorial Institute (and any subcontractors or suppliers thereto) for activities associated with Pacific Northwest Laboratory.

(End of note)

NOTE II: Contracts with an effective date after the date of (date to be that of the Final Rule resulting from the proposed rule herein), do not require the effective date provision in this clause. Delete the title.

Use the EFFECTIVE DATE title and the following language, for those contracts:

"() This indemnity agreement shall be applicable with respect to nuclear incidents occurring on or after ..."

- (1) Those that contained an indemnity pursuant to Public Law 85-840 prior to August 20, 1988, include the effective date provision above, inserting the effective date of the contract modification that replaced the Public Law 85-804 indemnity with an interim Price-Anderson based indemnity. Pursuant to the Price-Anderson Amendments Act, this substitution must have taken place by February 20, 1989.
- (2) Those that contained, and continue to contain, either of the previous Nuclear Hazards Indemnity clauses, include the effective date provision above, inserting "August 20, 1988."
- (3) Those with an effective date between August 20, 1988, and the date of the Final Rule, that (a) had "interim coverage" or (b) did not have "interim coverage" but have now been determined to be covered under the PAAA, include the effective date provision above, inserting the contract effective date.

NOTE III: The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"() To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

(End of note)

[56 FR 57828, Nov. 14, 1991 as amended at 58 FR 32306, Jun. 9, 1993; 65 FR 80994, Dec. 22, 2000]

**I.14 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29C CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage-Fringe Benefits

See Section J, Attachment E.

I.15 DEAR 970.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

I.16 970.5215-3 -- CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVES – Alternate 1 (DEC 2000)

In order for the Contractor to receive all otherwise earned fee, fixed fee, profit, or share of cost savings under the contract in an evaluation period, the Contractor must meet the minimum requirements in paragraphs (a) and (b) of this clause, and if Alternate 1 is applicable, (a) through (d) of this clause. If the Contractor does not meet the minimum requirements, the DOE Operations/Field Office Manager or designee may make a unilateral determination to reduce the evaluation period's otherwise earned fee, fixed fee, profit or share of cost savings as described in the following paragraphs of this clause.

- (a) Minimum requirements for Environment, Safety & Health (ES&H) Program. The Contractor shall develop, obtain DOE approval of, and implement a Safety Management System in accordance with the provisions of the clause entitled, "Integration of Environment, Safety and Health into Work Planning and Execution," if included in the contract, or as otherwise agreed to with the contracting officer. The minimum performance requirements of the system will be set forth in the approved Safety Management System, or similar document. If the Contractor fails to obtain approval of the Safety Management System or fails to achieve the minimum performance requirements of the system during the evaluation period, the DOE Operations/Field Office Manager or designee, at his/her sole discretion, may reduce any otherwise earned fees, fixed fee, profit or share of cost savings for the evaluation period by an amount up to the amount earned.
- (b) Minimum requirements for catastrophic event. If, in the performance of this contract, there is a catastrophic event (such as a fatality, or a serious workplace-related injury or illness to one or more Federal, contractor, or subcontractor employees or the general public, loss of control over classified or special nuclear material, or significant damage to the environment), the DOE Operations/Field Office Manager or designee may reduce any otherwise earned fee for the evaluation period by an amount up to the amount earned. In determining any

diminution of fee, fixed fee, profit, or share of cost savings resulting from a catastrophic event, the DOE Operations/Field Office Manager or designee will consider whether willful misconduct and/or negligence contributed to the occurrence and will take into consideration any mitigating circumstances presented by the contractor or other sources.

- (c) Minimum requirements for specified level of performance. (1) At a minimum the Contractor must perform the following:
 - (i) the requirements with specific incentives at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimal level of performance has been established in the specific incentive;
 - (ii) all of the performance requirements directly related to requirements specifically incentivized at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) all other requirements at a level of performance such that the total performance of the contract is not jeopardized.
- (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the contracting officer. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (d) Minimum requirements for cost performance. (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (3) The Contractor's performance within the stipulated cost performance levels for the evaluation period shall be determined by the contracting officer. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, at his/her sole discretion, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

I.17 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)

- (a) In performing work under this contract, 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 the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for

flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

I.18 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (DEC 2000)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - (1) Employment-related records (such as workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/ health-related records and similar files), and non-employee patient medical/health related records, except for those records described by the contract as being maintained in Privacy Act systems of records.
 - (2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters); and
 - (3) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

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

- (g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
 - (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
 - (2) The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or
 - (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

PART III

SECTION J

List of Documents, Exhibits and Other Attachments

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
A	REPORTING REQUIREMENTS CHECKLIST.....	J-A-1
B	BILLING INSTRUCTIONS	J-B-1
C	PERSONNEL QUALIFICATIONS.....	J-C-1
D	PART A - GOVERNMENT FURNISHED PROPERTY	J-D-1
	PART B - GJO SERVER/NETWORK INFORMATION.....	J-D-34
E	LABOR WAGE DETERMINATION.....	J-E-1
F	PROJECT BASELINE SUMMARIES	J-F-1
G	ACRONYMS	J-G-1
H	GRAND JUNCTION OFFICE BUILDING FLOOR PLANS.....	J-H-1
I	PERFORMANCE-BASED FEE DETERMINATION PROCEDURES	J-I-1
J	KEY PERSONNEL.....	J-J-1
K	LIST A - DOE ORDERS.....	J-K-1
	LIST B - REGULATIONS	J-K-4

PART III

SECTION J

ATTACHMENT A

Reporting Requirements Checklist

REPORTING REQUIREMENTS

Index of Contract Data Submittals for the Technical Assistance Contract for the Grand Junction Office				
REPORT NO.	DELIVERABLE	NO. OF COPIES	FREQUENCY	RECIPIENTS
1.	Task Plans	2	10 Working Days After Issuance of the Task Order unless otherwise indicated in the Task Orders	A (Original) C
2.	Task Order/Task Plan Modifications	2	As prescribed in individual Task Orders	A (Original) C
3.	Technical and Administrative Reports	--	As prescribed in individual Task Orders	As prescribed in individual Task Orders
4.	Documents and Written Materials	--	As prescribed in the Documentation Support Task Order	As prescribed in individual Task Orders
5.	Letters, Indices, Reports	--	As prescribed in the Support Task Order	As prescribed in individual Task Orders
6.	Integrated Project Management Reports	--	As prescribed in the IPM Task Order	As prescribed in individual Task Orders
7.	Property Reports	--	As prescribed in the Property Mgt. Task Order	As prescribed in individual Task Orders
8.	Security Reports	--	As prescribed in the Security Task Order	As prescribed in individual Task Orders
9.	Planning Documents	--	As prescribed in the Strategic Planning Task Order	As prescribed in individual Task Orders

Index of Contract Data Submittals for the Technical Assistance Contract for the Grand Junction Office				
REPORT NO.	DELIVERABLE	NO. OF COPIES	FREQUENCY	RECIPIENTS
10.	Training Documents, Materials, and Certificates	--	As prescribed in the Training Task Order	As prescribed in individual Task Orders
11.	ES&H Management Plan	2	45 Days After Contract Award	A (Original) E
12.	ES&H Management Plan Annual Update	2	Annually on 30 September	A (Original) E
13.	Standard Safety Matrix Report	1	20 Days After the End of the Reporting Period. (The Reporting Period is Quarterly Based on the Government Fiscal Year.)	E
14.	Integrated Safety Management System – System Description	2	45 Days After Contract Award	A (Original) E
15.	Integrated Safety Management System – System Description Update	2	Annually on 31 August	A (Original) E
16.	Environmental, Safety, and Health Event Occurrence Report	2	As prescribed in DOE Order and Manual 232.1A	A (Original) E
17.	Occupational Injury and Illness Reporting	2	As prescribed in DOE Order and Manual 231.1A	A (Original) E
18.	Environmental, Safety, and Health Event Occurrence Report	1	As Prescribed in DOE Order	E

Index of Contract Data Submittals for the Technical Assistance Contract for the Grand Junction Office				
REPORT NO.	DELIVERABLE	NO. OF COPIES	FREQUENCY	RECIPIENTS
19.	Environmental Compliance Impact Statements	--	As prescribed in individual Task Orders	
20.	Environmental Compliance – Environmental Monitoring Report	--	As prescribed in individual Task Orders	
21.	Environmental Compliance – Activity Report on Hazardous Materials, Waste Management, and Site Operations	--	As prescribed in individual Task Orders	
22.	Environmental Compliance – Project Environmental Audits	--	As prescribed in individual Task Orders	
23.	Project Management Plan (a life-cycle project plan with baselines, schedules, and milestones for project execution and detailed budgets and cost estimates)	3	As Prescribed in Individual Task Orders	A (Original) C F
24.	Project Management Plan Milestone Report	3	Quarterly (Specific date to be determined)	A (Original) C F
25.	Monthly Contract Status Report	6	Concurrent with Invoice Submissions	A (Original) B C D E F
26.	Monthly Financial Report	4	Concurrent with Invoice Submissions	A (Original) C (2 copies) G

Index of Contract Data Submittals for the Technical Assistance Contract for the Grand Junction Office				
REPORT NO.	DELIVERABLE	NO. OF COPIES	FREQUENCY	RECIPIENTS
27.	Quality Assurance Plan	2	60 Working Days After Contract Award	A D

REPORT DISTRIBUTION

ADDRESS

- A. Contracting Officer
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503
(Phone: 970 / 248-6043)

- B. Manager
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503
(Phone: 970 / 248-6002)

- C. Contracting Officer Representative
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503

- D. Task Order Monitor
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503

- E. Safety Officer
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503

- F. Program Analyst
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503

- G. Budget Analyst
U.S. Department of Energy,
Grand Junction Office, 2597 B 3/4 Road,
Grand Junction, Colorado 81503

PART III

SECTION J

ATTACHMENT B

Billing Instructions

BILLING INSTRUCTIONS

I. INTRODUCTION

These instructions are provided for use by the Contractor in the preparation and submission of vouchers or invoices requesting reimbursement for work performed on negotiated cost-type contracts. Reimbursement procedures related to negotiated cost-type contracts involve the preparation and submission by the Contractor of adequately prepared claims to the Government. The submission of vouchers as suggested herein will reduce correspondence and other causes for delay to a minimum and will thus assure prompt payment to the Contractor.

II. In requesting reimbursement, contractors will use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, or an acceptable substitute which provides the same necessary information as found in paragraph III, below and other information described elsewhere in these instructions.

III. Each SF-1034 voucher will be prepared in an original and two copies. The voucher will include the following information:

- (1) Date voucher prepared and voucher number.
- (2) Contractor's name, mailing address and phone number.
- (3) Contract number and date of contract.
- (4) Identify the period billing covers (i.e., month of April).
- (5) Show the dollar amount of this billing. The amount claimed must agree with amount reflected in the detailed summary statement.
- (6) Place an X in the appropriate block for the type of payment for which reimbursement is requested.

IV. Monthly provisional billing and monthly reports covering the same period of performance shall be transmitted simultaneously.

V. Submit original voucher and two copies each to the Grand Junction Office Contracting Officer with support documents for travel, nonexpendable equipment and direct labor by category (see required format contained at "Sample Detailed Backup"). If, however, the contract specified key personnel, their time will be reported by the individual name(s). The certification statement on the "Sample Detailed Backup" shall be included on all vouchers. The certification statement shall be signed by an authorized official of the Contractor.

VI. The voucher shall include a backup sheet in the format contained at the "Sample Detailed Backup" for each task order active during the billing period; and shall include a summary backup sheet that combines the data from the all of the task order detailed backup sheets.

SAMPLE DETAILED BACKUP

The ABC Company
Anywhere, USA, 01234

Contract No. DE-AC07-01GJID79491

Obligated:	Date of last obligation:	\$XXX,XXX
	Amount of last obligation:	<u>X,XXX</u>
	Cumulative Total obligation:	\$XXX,XXX

Period of Performance: January 1 – January 31, 20XX

<u>Costs</u>	<u>This Period</u>	<u>Cumulative</u>
Direct Labor	_____	_____
Fringe Benefits @ __ %	_____	_____
Overhead @ __ %	_____	_____
Materials & Supplies, & Equipment	_____	_____
Travel	_____	_____
Subcontract(s)	_____	_____
Consultant(s)	_____	_____
Other Direct Costs	_____	_____
Total Direct Costs	_____	_____
G&A @ __ %	_____	_____
Total Costs & G&A	_____	_____
Fee	_____	_____
Total Cost and Fee	_____	_____

CERTIFICATION: I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent the payments made by the contractor except as otherwise authorized in the payment clauses of the contract and properly reflect the work performed.

(Signature)

(Title)

(Note: Attach one copy of support documents for Direct Labor, Travel and Nonexpendable Items to this billing).

SAMPLE FORMAT FOR SUPPORT DOCUMENTS

The purpose of the support documentation is to allow the DOE technical representative to relate the progress achieved by the Contractor to the cost incurred and enhance his ability to manage the program. The support document should be presented in enough detail to meet these objectives.

Travel

- (1) A copy of the detailed travel expense report without copies of receipts, tickets, etc.; or
- (2) A listing reflecting the name of the individual, destination, date of departure and return, purpose of trip, and total travel costs incurred.

Nonexpendable Equipment

- (1) Listing of nonexpendable equipment purchased to reflect name of vendor, description of item purchased, date purchased, cost and DOE property tag number; or
- (2) A copy of the invoice received from the vendor with the DOE property tag number reflected.

Direct Labor

- (1) Listing by name and hours charged to this contract during the billed period; or
- (2) Listing by labor category, (i.e., senior manager, safety oversight specialist, regulatory compliance specialist, etc.) and hours charged to this contract during the current billing period.

PART III

SECTION J

ATTACHMENT C

Key Personnel Qualifications

KEY PERSONNEL QUALIFICATIONS

1. GENERAL MANAGER

DUTIES

The General Manager must possess individual leadership qualities, and must have experience managing a large, diverse operation or program similar to those managed at GJO. The General Manager will be responsible for planning and organizing all personnel, equipment and resources necessary for the successful completion of all work assigned to GJO. This includes the responsibility for the overall contract, which includes meeting cost, schedule and performance baselines. The General Manager will be the primary point of contact with DOE, and must be able to communicate effectively with federal officials, stakeholders, and the general public. The General Manager must ensure that contractor personnel utilize state-of-the-art technology for operational and programmatic efficiencies, and ensure that the daily operations protect the health and safety of the workers, the general public, and the environment.

EDUCATION

The minimum education qualification is a Bachelor's Degree in a technical (engineering or scientific discipline) or management discipline. A Master's Degree in business administration is preferred.

An individual with ten (10) years or more of progressively responsible related experience will have met the minimum qualification.

EXPERIENCE

Experience must include a history of progressively more complex, work-related experience in environmental restoration, waste management, or other similar types of engineering or construction projects. The individual must have a minimum of five (5) years of relevant and directly applicable programmatic experience with complex, multi-faceted projects. The individual must have demonstrated the ability to manage these programs at a second tier or higher management level and to direct an organization with a diverse mix of technical, management, and administrative functions. In addition, the General Manager's experience must demonstrate the successful application of supervisory and communication skills while managing programs similar in nature to those required for this position.

2. TECHNICAL MANAGER

DUTIES

The Technical Manager is responsible for planning, organizing, and directing personnel, equipment and resources necessary for the successful completion of technical projects as described in the SOW. This includes responsibility for technical personnel, and meeting project cost, schedule, and performance baselines. The Technical Manager must ensure that the Contractor's organization produces high quality products, implements continuous improvement, and protects the environment and the health and safety of the workers and the general public.

EDUCATION

The minimum educational qualification is a Bachelor's Degree in engineering or other physical science discipline. A Master's Degree in a technical discipline is preferred.

An individual with ten (10) years or more of progressively responsible related experience will have met the minimum qualification.

EXPERIENCE

Experience must include a history of progressively more complex, work-related experience in environmental restoration or similar types of work. The individual must have a minimum of five (5) years of relevant and directly applicable programmatic experience with environmental restoration management, groundwater or construction projects. The individual must have a demonstrated ability to manage programs at a second tier or higher management level and to direct an organization with a diverse mix of administrative, management, and technical functions. In addition, the Technical Manager's experience must demonstrate the successful application of supervisory and communication skills while managing programs similar in nature to those required for this position.

3. BUSINESS MANAGER

DUTIES

The Business Manager is responsible for planning, organizing, and directing personnel, equipment and resources in business management areas necessary for the successful completion of work outlined in the SOW. The Business Manager is also responsible for ensuring that financial management systems are integrated with other applicable systems.

EDUCATION

The minimum education qualification is a Bachelor's Degree in business or a related field. A Master's Degree in business, other certification in the area of business or a related field, or additional years of experience in business management similar in nature to those required for this position is preferred.

An individual with ten (10) years or more of progressively responsible related experience will have met the minimum qualification.

EXPERIENCE

Experience must include a history of progressive work-related experience in the area of business with five (5) years of experience related to complex, multi-faceted projects. The individual must have demonstrated the ability to manage these areas at a second tier or higher management level and to direct an organization with a diverse mix of management and administrative functions. In addition, the Business Manager's experience must demonstrate the successful application of supervisory and communication skills while managing programs similar in nature to those required for this position.

4. MOAB PROJECT MANAGER

DUTIES

The Moab Project Manager is responsible for planning, organizing, and coordinating activities as described in the SOW associated with the Moab Uranium Mill Processing Site. This includes responsibility for contractor personnel, contract performance, developing and meeting schedule milestones, and cost performance relative to the Moab Site Project. The Moab Project Manager will also have responsibility for ensuring work products, including the Remedial Action Plan, meet NRC review requirements; that NEPA documents are complete; and site characterization and other engineering and analysis activities are conducted in a logical, comprehensive and cost effective manner. The Moab Project Manager will have extensive interface with the DOE, and must be able to communicate effectively with federal officials, stakeholders, regulators, other DOE contractors, and the general public.

EDUCATION

The minimum education requirement is a Bachelor's Degree in engineering, construction management, physical science or similar technical field. An advanced degree in one of these fields or additional years of experience in the management of a project similar in nature to the Moab Site Project is preferred.

An individual with ten (10) years or more of progressively responsible related experience will have met the minimum qualification.

EXPERIENCE

Experience must include a history of progressively more complex work-related experience in environmental restoration projects with an emphasis on uranium mill tailings. The individual must have a minimum of three (3) years of relevant and directly applicable experience with uranium mill tailings remedial action projects. The individual must have the ability to manage these projects at a second tier or higher management level. A working knowledge of NRC processes and policies regarding uranium mill tailings remediation, in particular, knowledge sufficient for the development and implementation of a remedial action plan, NEPA document preparation, and processing or disposal site characterization and alternative disposal site analysis is preferred.

PART III

SECTION J

ATTACHMENT D

PART A

Government Furnished Property

The Government Furnished Property List is maintained by the Property Division

PART III

SECTION J

ATTACHMENT D

PART B

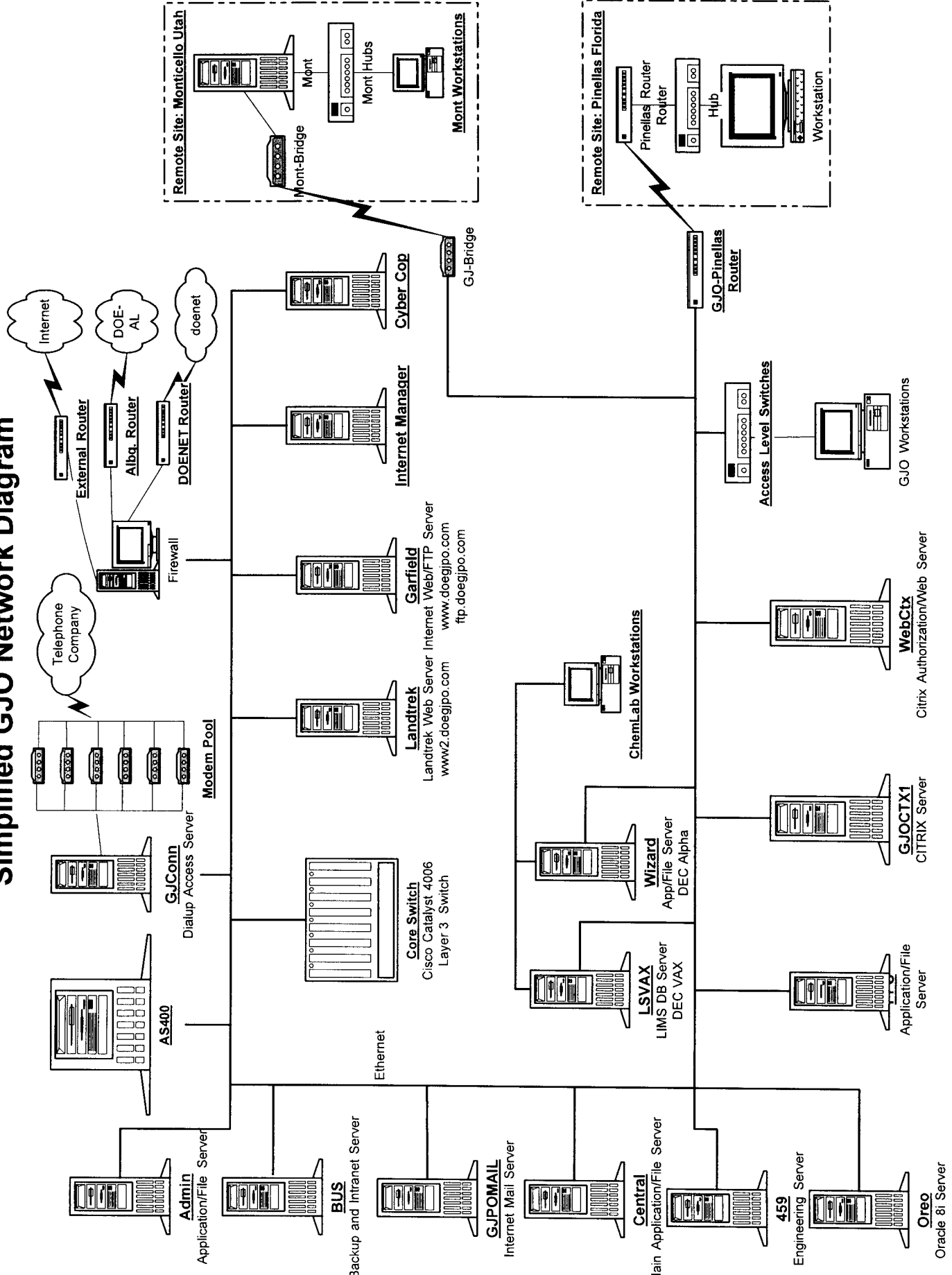
GJO Server/Network Information

GJO Server Information

Server	Operating System	Role	Data/Applications
Admin	NetWare 5.0	<ul style="list-style-type: none"> ▪ File / print server ▪ Administrative software for both contracts 	<ul style="list-style-type: none"> ▪ Departmental data files and software ▪ Btrieve ▪ Reality ▪ HRPay ▪ Labor Distribution
BUS	NetWare 5.0	<ul style="list-style-type: none"> ▪ Performs network backups for all NetWare servers except Oreo. ▪ DNS/DHCP Server ▪ Intranet web server 	<ul style="list-style-type: none"> ▪ Backup Exec 8 ▪ DNS/DHCP ▪ Netscape Enterprise Server – Intranet
GJPOMAIL	Windows 95	<ul style="list-style-type: none"> ▪ Internet Mail Server 	<ul style="list-style-type: none"> ▪ Internet Exchange 3.0
Central	NetWare 5.0	<ul style="list-style-type: none"> ▪ File / print server ▪ Site-standard software 	<ul style="list-style-type: none"> ▪ cc:Mail Database ▪ Macrofiche Data ▪ Standard Distributed Applications (MS Office, cc:Mail, Virus Scan, Netscape, etc.) ▪ Older site software (WordPerfect, Lotus 123, Harvard Graphics, etc.)
459	NetWare 5.0	<ul style="list-style-type: none"> ▪ File / print server ▪ High volume data storage for Autocad, environmental data, etc. 	<ul style="list-style-type: none"> ▪ Autocad/GIS/Project Specific Data ▪ Autocad/ArcView Applications
Oreo	NetWare 5.0	<ul style="list-style-type: none"> ▪ Oracle 8 Database Server 	<ul style="list-style-type: none"> ▪ Oracle 8 ▪ Backup Exec 8
GJConn	NetWare 5.0	<ul style="list-style-type: none"> ▪ Connectivity – Modem Pool for dial-in and out, PPP 	<ul style="list-style-type: none"> ▪ NIAS 4.1
PPS	NetWare 5.0	<ul style="list-style-type: none"> ▪ File / print server ▪ AS/400 interconnectivity ▪ Secondary DNS ▪ Backup DHCP server 	<ul style="list-style-type: none"> ▪ Departmental data files and software ▪ NetWare for SAA ▪ DNS
GJOCTX1	Windows 2000 Terminal Server	<ul style="list-style-type: none"> ▪ Application Server for remote users 	<ul style="list-style-type: none"> ▪ Metaframe 1.8
WEBCTX	Citrix Auth. and Web Server	<ul style="list-style-type: none"> ▪ Web Based Application Access 	<ul style="list-style-type: none"> ▪ Nfuse 1.5
AS/400	OS/400	<ul style="list-style-type: none"> ▪ Accounting information 	<ul style="list-style-type: none"> ▪ General Ledger for TAR
LSVax	VMS	<ul style="list-style-type: none"> ▪ Analytical Lab Oracle server 	<ul style="list-style-type: none"> ▪ Oracle 7.0

Garfield	NetWare 5.0	<ul style="list-style-type: none">▪ External web and ftp server	<ul style="list-style-type: none">▪ Netscape Enterprise Server – www.doegjpo.com▪ FTP Service
Wizard	VMS	<ul style="list-style-type: none">▪ Analytical Lab file / print server▪ Instrument connectivity	<ul style="list-style-type: none">▪ Gamma-Spec
Landtrek	Windows NT Server	<ul style="list-style-type: none">▪ Federal Facility Property Transfer Web Site	<ul style="list-style-type: none">▪ Netscape Enterprise Server – www2.doegjpo.com
Mont	NetWare 5.0	<ul style="list-style-type: none">▪ File / print server for users in Monticello	<ul style="list-style-type: none">▪ cc:Mail Application▪ MS Office Applications

Simplified GJO Network Diagram



PART III

SECTION J

ATTACHMENT E

**Labor Wage Determination
Service Contract Act**

JAN. -17' 01 (WED) 14:55

CPD/ ASB

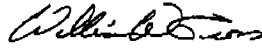
TEL:505 845 5181

P. 001

Page 1 of 10

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2083
Revision No.: 14
Date of Last Revision: 09/13/2000

State: Colorado

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

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.07
Accounting Clerk II	9.18
Accounting Clerk III	9.48
Accounting Clerk IV	9.70
Court Reporter	11.39
Dispatcher, Motor Vehicle	9.59
Document Preparation Clerk	8.07
Duplicating Machine Operator	8.07
Film/Tape Librarian	9.09
General Clerk I	6.55
General Clerk II	7.30
General Clerk III	8.88
General Clerk IV	9.48
Housing Referral Assistant	11.63
Key Entry Operator I	7.10
Key Entry Operator II	8.54
Messenger (Courier)	9.70
Order Clerk I	7.25
Order Clerk II	8.07
Personnel Assistant (Employment) I	6.55
Personnel Assistant (Employment) II	7.30
Personnel Assistant (Employment) III	8.88
Personnel Assistant (Employment) IV	9.48
Production Control Clerk	11.62
Rental Clerk	8.76
Scheduler, Maintenance	9.09
Secretary I	8.76
Secretary II	11.38
Secretary III	11.62
Secretary IV	12.92

JAN. -17' 01 (WED) 14:56

CPD/ ASB

TEL:505 845 5181

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-WAGE DETERMINATION NO.: 1994-2083 (Rev. 14)

ISSUE DATE: 09/13/2000

Page 2 of 10:

Secretary V	14.31
Service Order Dispatcher	8.76
Stenographer I	10.16
Stenographer II	10.68
Supply Technician	12.92
Survey Worker (Interviewer)	11.38
Switchboard Operator-Receptionist	9.87
Test Examiner	11.38
Test Proctor	11.38
Travel Clerk I	8.40
Travel Clerk II	8.99
Travel Clerk III	9.48
Word Processor I	8.28
Word Processor II	9.32
Word Processor III	10.40
Automatic Data Processing Occupations	
Computer Data Librarian	10.44
Computer Operator I	9.26
Computer Operator II	10.44
Computer Operator III	12.68
Computer Operator IV	14.10
Computer Operator V	15.62
Computer Programmer I (1)	10.44
Computer Programmer II (1)	12.92
Computer Programmer III (1)	15.79
Computer Programmer IV (1)	15.79
Computer Systems Analyst I (1)	15.79
Computer Systems Analyst II (1)	19.11
Computer Systems Analyst III (1)	23.71
Peripheral Equipment Operator	10.44
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	13.11
Automotive Glass Installer	12.03
Automotive Worker	12.03
Electrician, Automotive	13.11
Mobile Equipment Servicer	10.92
Motor Equipment Metal Mechanic	13.11
Motor Equipment Metal Worker	12.03
Motor Vehicle Mechanic	13.16
Motor Vehicle Mechanic Helper	10.27
Motor Vehicle Upholstery Worker	11.85
Motor Vehicle Wrecker	12.03
Painter, Automotive	12.72
Radiator Repair Specialist	12.03
Tire Repairer	10.55
Transmission Repair Specialist	13.11

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CPD/ ASB

TEL:505 845 5181

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WAGE DETERMINATION NO.: 1994-2083 (Rev. 14)

ISSUE DATE: 09/13/2000

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Food Preparation and Service Occupations

Baker	12.24
Cook I	11.21
Cook II	12.24
Dishwasher	8.60
Food Service Worker	8.60
Meat Cutter	12.24
Waiter/Waitress	9.21

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	12.90
Furniture Handler	10.40
Furniture Refinisher	12.90
Furniture Refinisher Helper	10.40
Furniture Repairer, Minor	11.06
Upholsterer	12.94

General Services and Support Occupations

Cleaner, Vehicles	8.60
Elevator Operator	8.60
Gardener	11.21
House Keeping Aid I	8.60
House Keeping Aid II	9.21
Janitor	8.60
Laborer, Grounds Maintenance	9.21
Maid or Houseman	7.97
Pest Controller	12.02
Refuse Collector	8.60
Tractor Operator	10.58
Window Cleaner	9.29

Health Occupations

Dental Assistant	9.88
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.46
Licensed Practical Nurse I	7.88
Licensed Practical Nurse II	8.84
Licensed Practical Nurse III	9.88
Medical Assistant	8.84
Medical Laboratory Technician	8.84
Medical Record Clerk	8.84
Medical Record Technician	12.24
Nursing Assistant I	6.42
Nursing Assistant II	7.21
Nursing Assistant III	7.88
Nursing Assistant IV	8.84
Pharmacy Technician	11.03
Phlebotomist	8.84
Registered Nurse I	12.24

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Registered Nurse II	14.98
Registered Nurse II, Specialist	14.98
Registered Nurse III	18.12
Registered Nurse III, Anesthetist	18.12
Registered Nurse IV	21.50

Information and Arts Occupations

Audiovisual Librarian	13.41
Exhibits Specialist I	10.83
Exhibits Specialist II	13.41
Exhibits Specialist III	16.41
Illustrator I	10.83
Illustrator II	13.41
Illustrator III	16.41
Librarian	14.31
Library Technician	10.83
Photographer I	9.69
Photographer II	10.83
Photographer III	13.41
Photographer IV	16.41
Photographer V	19.83

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	5.54
Counter Attendant	5.54
Dry Cleaner	6.83
Finisher, Flatwork, Machine	5.54
Presser, Hand	5.54
Presser, Machine, Drycleaning	5.54
Presser, Machine, Shirts	5.54
Presser, Machine, Wearing Apparel, Laundry	5.54
Sewing Machine Operator	7.18
Tailor	7.60
Washer, Machine	6.01

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	12.90
Tool and Die Maker	14.40

Material Handling and Packing Occupations

Forklift Operator	9.88
Fuel Distribution System Operator	11.01
Material Coordinator	11.61
Material Expediter	11.61
Material Handling Laborer	9.63
Order Filler	10.40
Production Line Worker (Food Processing)	11.01
Shipping Packer	11.01
Shipping/Receiving Clerk	11.01

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Stock Clerk (Shelf Stocker; Store Worker II)	9.11
Store Worker I	8.54
Tools and Parts Attendant	10.40
Warehouse Specialist	11.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	13.29
Aircraft Mechanic Helper	10.40
Aircraft Quality Control Inspector	14.02
Aircraft Servicer	11.61
Aircraft Worker	12.18
Appliance Mechanic	12.90
Bicycle Repairer	10.55
Cable Splicer	13.29
Carpenter, Maintenance	12.90
Carpet Layer	12.18
Electrician, Maintenance	13.29
Electronics Technician, Maintenance I	10.33
Electronics Technician, Maintenance II	12.70
Electronics Technician, Maintenance III	15.36
Fabric Worker	11.61
Fire Alarm System Mechanic	13.29
Fire Extinguisher Repairer	11.44
Fuel Distribution System Mechanic	13.29
General Maintenance Worker	12.18
Heating, Refrigeration and Air Conditioning Mechanic	13.29
Heavy Equipment Mechanic	13.29
Heavy Equipment Operator	13.29
Instrument Mechanic	13.29
Laborer	8.56
Locksmith	12.90
Machinery Maintenance Mechanic	14.30
Machinist, Maintenance	13.29
Maintenance Trades Helper	10.72
Milwright	13.29
Office Appliance Repairer	12.90
Painter, Aircraft	12.90
Painter, Maintenance	12.90
Pipefitter, Maintenance	14.97
Plumber, Maintenance	13.29
Pneudraulic Systems Mechanic	14.97
Rigger	13.29
Scale Mechanic	13.29
Sheet-Metal Worker, Maintenance	12.18
Small Engine Mechanic	13.29
Telecommunication Mechanic I	12.18
Telecommunication Mechanic II	13.29
Telephone Lineman	14.02
Welder, Combination, Maintenance	13.29

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Well Driller	13.29
Woodcraft Worker	13.29
Woodworker	12.18

Miscellaneous Occupations

Animal Caretaker	9.83
Carnival Equipment Operator	10.58
Carnival Equipment Repairer	11.21
Carnival Worker	8.60
Cashier	7.57
Desk Clerk	9.27
Embalmer	16.41
Lifeguard	8.26
Mortician	16.41
Park Attendant (Aide)	10.37
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.26
Recreation Specialist	12.84
Recycling Worker	10.46
Sales Clerk	8.26
School Crossing Guard (Crosswalk Attendant)	8.60
Sport Official	8.26
Survey Party Chief (Chief of Party)	11.21
Surveying Aide	10.37
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.57
Swimming Pool Operator	12.24
Vending Machine Attendant	10.46
Vending Machine Repairer	12.24
Vending Machine Repairer Helper	10.46

Personal Needs Occupations

Child Care Attendant	9.27
Child Care Center Clerk	11.55
Chore Aid	7.97
Homemaker	12.84

Plant and System Operation Occupations

Boiler Tender	13.29
Sewage Plant Operator	12.90
Stationary Engineer	13.29
Ventilation Equipment Tender	10.40
Water Treatment Plant Operator	12.90

Protective Service Occupations

Alarm Monitor	6.55
Corrections Officer	17.51
Court Security Officer	17.51
Detention Officer	17.51
Firefighter	15.39
Guard I	5.33

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Guard II	6.55
Police Officer	19.61

Stevedoring/Longshoremen Occupations

Blocker and Bracer	13.39
Hatch Tender	13.39
Line Handler	13.39
Stevedore I	12.56
Stevedore II	14.23

Technical Occupations

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	9.67
Archeological Technician II	10.83
Archeological Technician III	13.41
Cartographic Technician	13.41
Civil Engineering Technician	13.41
Computer Based Training (CBT) Specialist/ Instructor	15.79
Drafter I	8.62
Drafter II	9.69
Drafter III	10.83
Drafter IV	13.41
Engineering Technician I	8.62
Engineering Technician II	9.69
Engineering Technician III	10.83
Engineering Technician IV	13.41
Engineering Technician V	16.41
Engineering Technician VI	19.84
Environmental Technician	13.41
Flight Simulator/Instructor (Pilot)	19.11
Graphic Artist	15.79
Instructor	14.11
Laboratory Technician	12.67
Mathematical Technician	13.41
Paralegal/Legal Assistant I	11.39
Paralegal/Legal Assistant II	12.92
Paralegal/Legal Assistant III	15.78
Paralegal/Legal Assistant IV	19.11
Photooptics Technician	13.41
Technical Writer	15.82
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.69
Weather Observer, Senior (3)	14.11

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Weather Observer, Upper Air (3)	12.69
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.06
Parking and Lot Attendant	8.51
Shuttle Bus Driver	10.33
Taxi Driver	10.46
Truckdriver, Heavy Truck	12.50
Truckdriver, Light Truck	10.33
Truckdriver, Medium Truck	11.06
Truckdriver, Tractor-Trailer	13.06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

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

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 5:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, drying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

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All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

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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.

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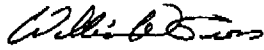
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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2531
Revision No.: 16
Date of Last Revision: 09/19/2000

State: Utah
Area: Utah Statewide

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.60
Accounting Clerk II	8.64
Accounting Clerk III	10.64
Accounting Clerk IV	12.50
Court Reporter	11.00
Dispatcher, Motor Vehicle	11.00
Document Preparation Clerk	8.28
Duplicating Machine Operator	8.28
Film/Tape Librarian	9.78
General Clerk I	6.68
General Clerk II	7.81
General Clerk III	8.28
General Clerk IV	9.97
Housing Referral Assistant	12.56
Key Entry Operator I	7.97
Key Entry Operator II	9.47
Messenger (Courier)	6.68
Order Clerk I	8.87
Order Clerk II	10.24
Personnel Assistant (Employment) I	9.76
Personnel Assistant (Employment) II	10.76
Personnel Assistant (Employment) III	11.31
Personnel Assistant (Employment) IV	12.56
Production Control Clerk	12.56
Rental Clerk	9.78
Scheduler, Maintenance	9.78
Secretary I	9.76
Secretary II	11.00
Secretary III	12.56
Secretary IV	14.94
Secretary V	16.19
Service Order Dispatcher	9.78
Stenographer I	10.35

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Stenographer II	11.63
Supply Technician	14.94
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	7.90
Test Examiner	11.00
Test Proctor	11.00
Travel Clerk I	8.68
Travel Clerk II	9.22
Travel Clerk III	9.66
Word Processor I	8.43
Word Processor II	11.42
Word Processor III	12.65
Automatic Data Processing Occupations	
Computer Data Librarian	8.56
Computer Operator I	8.56
Computer Operator II	10.82
Computer Operator III	14.06
Computer Operator IV	15.32
Computer Operator V	16.97
Computer Programmer I (1)	13.77
Computer Programmer II (1)	15.92
Computer Programmer III (1)	19.56
Computer Programmer IV (1)	23.68
Computer Systems Analyst I (1)	19.33
Computer Systems Analyst II (1)	22.93
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	8.56
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.43
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86
Food Preparation and Service Occupations	
Baker	10.08
Cook I	8.91

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Cook II	10.08
Dishwasher	6.58
Food Service Worker	6.58
Meat Cutter	10.08
Waiter/Waitress	7.16
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.76
Furniture Handler	10.31
Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89
Furniture Repairer, Minor	13.64
Upholsterer	15.76
General Services and Support Occupations	
Cleaner, Vehicles	6.58
Elevator Operator	6.58
Gardener	8.91
House Keeping Aid I	5.99
House Keeping Aid II	6.58
Janitor	7.56
Laborer, Grounds Maintenance	7.16
Maid or Houseman	5.99
Pest Controller	9.50
Refuse Collector	6.58
Tractor Operator	8.33
Window Cleaner	7.16
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.06
Licensed Practical Nurse II	10.18
Licensed Practical Nurse III	11.39
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.64
Registered Nurse II	16.86
Registered Nurse II, Specialist	16.86
Registered Nurse III	22.46
Registered Nurse III, Anesthetist	22.46

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Registered Nurse IV	25.08
Information and Arts Occupations	
Audiovisual Librarian	15.32
Exhibits Specialist I	14.64
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	14.54
Illustrator II	17.70
Illustrator III	21.59
Librarian	16.19
Library Technician	10.72
Photographer I	12.45
Photographer II	14.54
Photographer III	17.70
Photographer IV	21.59
Photographer V	26.20
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.50
Counter Attendant	6.50
Dry Cleaner	8.67
Finisher, Flatwork, Machine	6.50
Presser, Hand	6.50
Presser, Machine, Drycleaning	6.50
Presser, Machine, Shirts	6.50
Presser, Machine, Wearing Apparel, Laundry	6.50
Sewing Machine Operator	8.82
Tailor	9.31
Washer, Machine	6.94
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.33
Tool and Die Maker	17.32
Material Handling and Packing Occupations	
Forklift Operator	11.32
Fuel Distribution System Operator	12.84
Material Coordinator	14.01
Material Expediter	14.01
Material Handling Laborer	10.15
Order Filler	10.28
Production Line Worker (Food Processing)	11.32
Shipping Packer	10.58
Shipping/Receiving Clerk	10.58
Stock Clerk (Shelf Stocker, Store Worker II)	11.32
Store Worker I	8.95
Tools and Parts Attendant	11.32
Warehouse Specialist	11.32

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Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	15.86
Aircraft Mechanic Helper	11.89
Aircraft Quality Control Inspector	16.49
Aircraft Servicer	13.64
Aircraft Worker	14.43
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	15.86
Carpenter, Maintenance	15.23
Carpet Layer	14.43
Electrician, Maintenance	15.86
Electronics Technician, Maintenance I	11.68
Electronics Technician, Maintenance II	18.34
Electronics Technician, Maintenance III	19.87
Fabric Worker	13.64
Fire Alarm System Mechanic	15.86
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	15.86
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	15.86
Heavy Equipment Mechanic	15.86
Heavy Equipment Operator	15.86
Instrument Mechanic	15.86
Laborer	6.58
Locksmith	15.23
Machinery Maintenance Mechanic	15.95
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89
Millwright	15.86
Office Appliance Repairer	15.23
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	15.86
Plumber, Maintenance	15.23
Pneumatic Systems Mechanic	15.86
Rigger	15.86
Scale Mechanic	14.43
Sheet-Metal Worker, Maintenance	15.86
Small Engine Mechanic	14.43
Telecommunication Mechanic I	15.86
Telecommunication Mechanic II	16.49
Telephone Lineman	15.86
Welder, Combination, Maintenance	15.86
Well Driller	15.86
Woodcraft Worker	15.86
Woodworker	12.84

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Miscellaneous Occupations

Animal Caretaker	7.74
Carnival Equipment Operator	8.35
Carnival Equipment Repairer	8.94
Carnival Worker	6.58
Cashier	7.27
Desk Clerk	8.85
Embalmer	15.82
Lifeguard	7.90
Mortician	15.82
Park Attendant (Aide)	9.85
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.90
Recreation Specialist	12.24
Recycling Worker	8.33
Sales Clerk	7.90
School Crossing Guard (Crosswalk Attendant)	6.58
Sport Official	7.90
Survey Party Chief (Chief of Party)	13.48
Surveying Aide	8.57
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.95
Swimming Pool Operator	10.08
Vending Machine Attendant	8.33
Vending Machine Repairer	10.08
Vending Machine Repairer Helper	8.33

Personal Needs Occupations

Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	5.99
Homemaker	12.24

Plant and System Operation Occupations

Boiler Tender	15.86
Sewage Plant Operator	15.23
Stationary Engineer	15.86
Ventilation Equipment Tender	11.89
Water Treatment Plant Operator	15.23

Protective Service Occupations

Alarm Monitor	9.82
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	6.13
Guard II	9.82
Police Officer	21.39

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Stevedoring/Longshoremen Occupations

Blocker and Bracer	13.71
Hatch Tender	13.71
Line Handler	13.71
Stevedore I	12.92
Stevedore II	14.45

Technical Occupations

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.77
Archeological Technician II	14.28
Archeological Technician III	17.70
Cartographic Technician	17.70
Civil Engineering Technician	17.70
Computer Based Training (CBT) Specialist/ Instructor	19.33
Drafter I	9.32
Drafter II	12.45
Drafter III	14.54
Drafter IV	17.70
Engineering Technician I	9.82
Engineering Technician II	11.99
Engineering Technician III	14.47
Engineering Technician IV	18.42
Engineering Technician V	20.27
Engineering Technician VI	23.23
Environmental Technician	16.89
Flight Simulator/Instructor (Pilot)	22.93
Graphic Artist	19.33
Instructor	17.05
Laboratory Technician	14.06
Mathematical Technician	18.42
Paralegal/Legal Assistant I	12.25
Paralegal/Legal Assistant II	14.58
Paralegal/Legal Assistant III	16.19
Paralegal/Legal Assistant IV	22.14
Photooptics Technician	18.42
Technical Writer	22.80
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.06
Weather Observer, Senior (3)	15.62
Weather Observer, Upper Air (3)	14.06

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Transportation/ Mobile Equipment Operation Occupations

Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	7.64
Taxi Driver	6.80
Truckdriver, Heavy Truck	15.99
Truckdriver, Light Truck	7.64
Truckdriver, Medium Truck	13.50
Truckdriver, Tractor-Trailer	15.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

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

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, drying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

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All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

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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.

PART III

SECTION J

ATTACHMENT F

FY 2000

Grand Junction Office

Project Baseline Summaries (PBS)

(PBS not available for Moab Site Project Support)

**PBS AL022
Monticello Projects**

Summary: The Monticello Projects provide remedial action closeout at the Monticello Mill Tailings Site (MMTS) and the Monticello, Utah Vicinity Properties Site. Both of these sites are on the Environmental Protection Agency (EPA) National Priorities List (NPL). The Department of Energy (DOE) is performing response actions pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Superfund Amendments and Reauthorization Act (SARA). In 1988, the EPA, state of Utah, and DOE (lead agency) entered into a Federal Facilities Agreement (FFA); which includes EPA and the State role of providing oversight. A total of 2.54 million cubic yards of tailings and contaminated soils from the mill site, four hundred twenty-four (424) vicinity properties, and thirty-four (34) peripheral properties were disposed of in the on-site repository. The vicinity properties were delisted from the NPL in February 2000. An Interim Remedial Action (IRA) is in progress and will lead to preparation of a Remedial Investigation/Feasibility Study (RI/FS), Proposed Plan, and Record of Decision (ROD) to determine the remedy for clean up of contaminated surface and ground water.

FY 2001

Monticello Remedial Action Project (MRAP) –
Operable Unit (OU) I and OU II

Claims Negotiation/Resolution	Provide Claims negotiation and settlement services with the remediation subcontractor on an as needed basis.
Completion Reports	Prepare/respond to comments on completion reports, remedial action reports (RARs), for mill site and ground water impacted peripherals and OU II non-ground water impacted peripheral properties.
Long-Term Surveillance and Maintenance (LTSM) Activities	Complete development of plans and implement the requirements of the LTSM plans and procedures for the mill site, repository and supplemental standards properties.
Oversight of Restoration Construction	Provide technical support to the City, ensure wetlands and stream channel are constructed and planted as designed, advise the City on management of their contractors/subcontractors and subcontract administration, provide environmental compliance support to ensure compliance with appropriate, relevant and applicable regulations (ARARs).
Haul Road Restoration, Design/Construction	Design the haul road restoration, oversee the restoration construction and ensure

conformance to specifications and compliance with environmental and safety regulations.

Monticello Surface and Ground Water (MSG) –
OU III Feasibility Study

Prepare Feasibility Study Work Plan that outlines the preliminary remediation goals, remediation time frame, and remedial alternatives.

Annual Monitoring

Quarterly collection and analysis of surface water and ground water samples. Results are summarized in a Surface Water and Ground Water Data Summary Report.

IRA

Continue implementation of the IRA as outlined in the Record of Decision for an Interim Remedial Action (DOE 1998).

FY 2002

MRAP – OU I and OU II
Claims Negotiation/Resolution

Provide claims negotiation and settlement services with the remediation subcontractor on an as needed basis.

MSG – OU III
Annual Monitoring

Quarterly collection and analysis of surface water and ground water samples. Results are summarized in a Surface Water and Ground Water Data Summary Report.

IRA

Continue implementation of the IRA as outlined in the Record of Decision for an Interim Remedial Action (DOE 1998).
Rework slurry wall.

FY 2003

MSG – OU III
Remedial Investigation

Begin preparation of the Addendum to the RI/FS Reports.

Feasibility Study

Prepare Feasibility Study Work Plan that outlines the preliminary remediation goals, remediation time frame, and remedial alternatives.

Annual Monitoring

Quarterly collection and analysis of surface water and ground water samples. Results are summarized in a Surface Water and Ground Water Data Summary Report.

IRA	Continue implementation of the IRA as outlined in the Record of Decision for an Interim Remedial Action (DOE 1998).
FY 2004 MSG – OU III Remedial Investigation	Complete preparation of the Addendum to the RI/FS Reports.
Feasibility Study	Prepare Feasibility Study Work Plan that outlines the preliminary remediation goals, remediation time frame, and remedial alternatives.
Annual Monitoring	Quarterly collection and analysis of surface water and ground water samples. Results are summarized in a Surface Water and Ground Water Data Summary Report.
Proposed Plan	Prepare the Proposed Plan to discuss the remedial alternatives considered in the Feasibility Study and the preferred alternative.
FY 2005 MSG – OU III Annual Monitoring	Quarterly collection and analysis of surface water and ground water samples. Results are summarized in a Surface Water and Ground Water Data Summary Report. Rework slurry wall.
Proposed Plan	Prepare the Proposed Plan to discuss the remedial alternatives considered in the Feasibility Study and the preferred alternative.
ROD	Prepare the ROD, which will present the selected remedy and will include a “responsiveness summary” to public comment.

PBS AL023
Uranium Mill Tailings Remedial Action (UMTRA) Ground Water Project

Summary: The scope of this project is to ensure protection of human health and the environment from ground water contaminated by past uranium processing operations at 22 inactive sites. Proposed site strategies include: active remediation at three sites, natural flushing at eight sites, and eleven sites that require no further remediation. Eight of the sites are completed: Ambrosia Lake, New Mexico; Falls City, Texas; Lowman, Idaho; Maybell, Colorado; Riverton and Spook, Wyoming; Salt Lake City, Utah; and Canonsburg, Pennsylvania. Two sites (not included in numbers above) have been removed from the project: Belfield and Bowman, North Dakota. Fourteen sites remain to be completed.

FY 2001

1. Operation and management (O&M) of remedial action at Tuba City, Arizona
2. Complete Phase I remedial action design, initiate construction of remediation system at Monument Valley, Arizona
3. Initiate Phase I remedial action at Shiprock, New Mexico
4. Continue site assessments at Durango and Slickrock, Colorado
5. Initiate site assessment at Green River, Utah; and Naturita, Colorado
6. Complete Ground Water Corrective Action Plan (GCAP) at Gunnison, Colorado
7. Maintain cooperative agreements and Nuclear Regulatory Commission (NRC) support
8. Performance monitoring at seven sites
9. Transfer to LTSM: Grand Junction, Colorado; and Lakeview, Oregon

FY 2002

1. Complete Phase I remedial action at Shiprock, New Mexico
2. O&M of remedial actions at Tuba City, Arizona
3. Complete remedial action system at Monument Valley, Arizona
4. Complete site assessments at Durango and Slickrock, Colorado
5. Complete field investigations at Green River, Utah; and Naturita, Colorado
6. Maintain cooperative agreements and NRC support
7. Performance monitoring at ten sites
8. Transfer to LTSM: Riverton, Wyoming

FY 2003

1. O&M of remedial actions at Tuba City, Arizona (Initiate Phase II); Monument Valley, Arizona; and Shiprock, New Mexico
2. Complete site assessments at Green River, Utah; Naturita and Slickrock, Colorado
3. Complete National Environmental Policy Act (NEPA) requirements at Durango, Gunnison, and Slickrock, Colorado
4. Complete GCAP at Durango, Colorado
5. Maintain cooperative agreements and NRC support
6. Performance monitoring at seven sites

FY 2004

1. O&M of remedial actions at Tuba City (Complete Phase II) and Monument Valley, Arizona; and Shiprock, New Mexico
2. Initiate/complete NEPA requirements at Green River, Utah; and Naturita and Slickrock, Colorado
3. Complete GCAP at Naturita, Slickrock, and Durango, Colorado
4. Maintain cooperative agreements and NRC support
5. Performance monitoring at eight sites

FY 2005

1. O&M of remedial actions at Tuba City and Monument Valley, Arizona; and Shiprock, New Mexico
2. Complete NEPA requirements and GCAP at Green River, Utah; and Naturita, Colorado
3. Maintain cooperative agreements and NRC support
4. Performance monitoring at eight sites

FY 2006

1. O&M of remedial actions at Tuba City and Monument Valley, Arizona; and Shiprock, New Mexico
2. Maintain cooperative agreements and NRC support
3. Complete confirmation reports: Durango, Slickrock, and Rifle, Colorado
4. Performance monitoring at eight sites
5. Transfer to LTSM: Gunnison, Colorado

PBS AL025
Pinellas Science, Technology, and Research (STAR) Center Environmental Restoration (ER) Project

Summary: The Pinellas STAR Center ER project is responsible for ground water clean up at four (4) sites at the Pinellas STAR Center:

- 4.5-Acre Site – DOE pays an annual sum to lease the site from a private landowner while cleanup operations are ongoing.
- Northeast Site – includes remediation activities using conventional pump-and-treat technology and possibly implementation of bioremediation. Treatment technologies are being evaluated for removal of dense non-aqueous phase liquid (DNAPL) identified in the Spring of 1999.
- Building 100 and Old Drum Storage Area – requires remediation of the ground water beneath Building 100 by pump-and-treat of ground water. Treatment technologies for ground water contamination beneath Building 100 are being evaluated and installation of a containment/treatment barrier is being considered for plume control.
- Wastewater Neutralization/Building 200 Area (WWNA)– involves clean up of soil and ground water contaminated with arsenic and low levels of volatile organic contaminants by conventional pump-and-treat technology.

FY 2001

Northeast Site -

Contamination at the Northeast Site consists of non-aqueous phase liquids (NAPLs). The NAPLs have typically been divided into two general categories, dense and light. These terms describe the specific gravity, or weight of the NAPL relative to water. Correspondingly, the DNAPLs have a specific gravity greater than water, and the light non-aqueous phase liquids (LNAPLs) have a specific gravity less than water. The primary LNAPL contaminants are toluene and vinyl chloride and the primary DNAPL contaminants are trichloroethene, dichloroethene, and methylene chloride. High concentrations and observable volumes of LNAPLs and DNAPLs are present in some extraction and monitoring wells in the southern portions of the Northeast Site.

Final treatment technologies will be selected during the first half of FY 2001. Treatment technologies being considered include six phase heating (SPH), chemical oxidation, and biosparging. It is expected, due to the high levels of contamination, that multiple technologies may be required for treatment. Implementation of the first DNAPL remedy is planned for the first half of FY 2002.

Ground water recovery and ex situ treatment through an air stripper will continue, as conditions permit, during DNAPL treatment implementation operations.

Quarterly sampling will continue as a regulatory requirement and to monitor treatment technology effectiveness.

4.5-Acre Site –

Contamination at the 4.5-Acre Site consists of dissolved phase NAPL. After eight years of ground water recovery and ex situ treatment by air stripping and two years of groundwater and vapor recovery with ex situ treatment by air stripping, a bioremediation treatment technology, biosparging was implemented in FY 2000 through three (3) horizontal wells. It is estimated that biosparging operations will take three years to remediate the 4.5-Acre Site contamination. FY

2001 is the second year of biosparging operations. Quarterly sampling will be performed to assist in the determining the effectiveness of biosparging as a treatment technology.

Building 100 –

Contamination at Building 100 consists of dissolved phase NAPL. Building 100 covers an area of approximately 10 acres. The source area of the contamination is primarily under the northwest portion of the building where an incinerator was once located. The ground water flow direction is to the southeast and has spread low levels of NAPL beneath a large portion of the building and beyond, to the edge of the STAR Center.

Treatment technologies for Building 100 are being evaluated during FY 2001 and are planned for implementation in FY 2002.

Quarterly sampling will be performed to continue monitoring contaminant distribution.

WWNA -

Arsenic and low levels of NAPL are present in the ground water at the WWNA. Removal of arsenic contaminated soil was conducted in FY 2000.

Arsenic levels in ground water will be monitored quarterly to determine effectiveness of this remedial action.

FY 2002

Northeast Site –

- Implement DNAPL remediation technology.
- Continue ground water recovery and ex situ treatment.
- Quarterly sampling.

4.5-Acre Site -

- Continue biosparging operations.
- Quarterly sampling.

Building 100 -

- Treatment technologies will be evaluated.
- Quarterly sampling.

WWNA -

- Quarterly monitoring of arsenic levels in ground water.

FY 2003

Northeast Site -

- DNAPL treatment operations will continue.
- Ground water recovery and ex situ treatment will continue.
- Quarterly sampling.

4.5-Acre Site -

- Continue biosparging operations.
- Quarterly sampling.

Building 100 –

- Implement selected treatment technology.
- Install plume containment barrier.
- Quarterly sampling.

WWNA -

- Quarterly monitoring of arsenic levels in ground water.

FY 2004

Northeast Site -

- Continue DNAPL treatment.
- Ground water recovery and ex situ treatment will continue.
- Quarterly sampling.

4.5-Acre Site -

- Quarterly sampling.

Building 100 -

- O&M of treatment system.
- Quarterly sampling.

WWNA -

- Quarterly monitoring of arsenic levels in ground water.

FY 2005

Northeast Site -

- Ground water recovery and ex situ treatment will continue.
- Quarterly sampling.

4.5-Acre Site -

- Quarterly sampling.

Building 100 -

- Quarterly sampling.

WWNA -

- Quarterly monitoring of arsenic levels in ground water.

FY 2006

Northeast Site -

- Ground water recovery and ex situ treatment will continue.
- Quarterly sampling.

4.5-Acre Site -

- Quarterly sampling.

Building 100 -

- Quarterly sampling.

WWNA -

- Quarterly monitoring of arsenic levels in ground water.

PBS AL031
Long-Term Surveillance and Maintenance

Summary: The LTSM Program includes activities for DOE sites that have been cleaned up, have no long-term mission, and have been assigned to the Grand Junction Office (GJO). GJO presently has custody of twenty-seven (27) sites requiring long-term stewardship to meet DOE, NRC, EPA, and other environmental regulations. GJO will likely take custody of approximately thirty-five (35) additional sites requiring similar activities by FY 2006. Required long-term activities include surveillance, environmental monitoring, maintenance, site security, annual reporting, and emergency response.

FY 2001

- Uranium Mill Tailings Radiation Control Act (UMTRCA) Title I Sites (19 sites)
- UMTRCA Title II sites (10 sites and pretransition for 5 additional sites in FY 2002)
- Corps of Engineers (COE) for Title II Sites
- Section 151(c) Site (1 site)
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- Decontamination and Decommissioning (D&D) Sites (3 sites)
- Maxey Flats, Kentucky
- Section 151(b) Sites (pretransition for 2 additional sites in FY 2002)
- Weldon Spring, Missouri
- Grand Junction Office Remedial Action Project (GJORAP)
- Formerly Utilized Sites Remedial Action Program (FUSRAP) (pretransition for 3 sites in FY 2003)
- Performance Monitoring (approximately 4 different sites each year)

FY 2002

Total number of sites increases by eight (5 UMTRCA Title II, 2 Nuclear Waste Policy Act (NWPA) 151(b), and the first portion of the Monticello, Utah site.)

- UMTRCA Title I Sites
- UMTRCA Title II Sites
- COE for Title II Sites
- Section 151(c) Sites
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- D&D Sites
- Maxey Flats, Kentucky
- Section 151(b) Sites
- Weldon Spring, Missouri
- GJORAP
- Monticello, Utah
- FUSRAP
- Performance Monitoring

FY 2003

Total number of sites increases by six (Weldon Spring, Missouri; 2 NWPA 151(b); and the first 3 FUSRAP sites). Ground water monitoring at Gunnison, Colorado and Riverton, Wyoming mill sites will be added to the program. Transition activities at Weldon Spring, Missouri will be completed and GJO will assume full custody of the site in FY 2003.

- UMTRCA Title I Sites

- UMTRCA Title II Sites
- COE for Title II Sites
- Section 151(c) Sites
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- D&D Sites
- Maxey Flats, Kentucky
- Section 151(b) Sites
- Weldon Spring, Missouri
- GJORAP
- Monticello, Utah
- FUSRAP
- Performance Monitoring

FY 2004

Total number of sites increases by two (2 NWSA 151(b) sites.)

- UMTRCA Title I Sites
- UMTRCA Title II Sites
- COE for Title II Sites
- Section 151(c) Sites
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- D&D Sites
- Maxey Flats, Kentucky
- Section 151(b) Sites
- Weldon Spring, Missouri
- GJORAP
- Monticello, Utah
- FUSRAP
- Performance Monitoring

FY 2005

Total number of sites increases by six (2 UMTRCA Title II, 2 NWSA 151(b), and 2 FUSRAP sites.)

- UMTRCA Title I Sites
- UMTRCA Title II Sites
- COE for Title II Sites
- Section 151(c) Sites
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- D&D Sites
- Maxey Flats, Kentucky
- Section 151(b) Sites
- Weldon Spring, Missouri
- GJORAP
- Monticello, Utah
- FUSRAP
- Performance Monitoring

FY 2006

Total number of sites increases by three (1 UMTRCA Title II, 2 NWSA 151(b) sites). The OU-III portion of the Monticello, Utah site will also be added to the program.

- UMTRCA Title I Sites
- UMTRCA Title II Sites
- COE for Title II Sites
- Section 151(c) Sites
- NRC Support
- Cheney Disposal Cell, Long-Term Radon Management
- D&D Sites
- Maxey Flats, Kentucky
- Section 151(b) Sites
- Weldon Spring, Missouri
- GJORAP
- Monticello, Utah
- FUSRAP
- Performance Monitoring

PART III

SECTION J

ATTACHMENT G

Acronyms

ACRONYMS

AL	Albuquerque Operations Office
ADPE	Automated Data Processing Equipment
AFSC	Albuquerque Financial Service Center
ARARs	Appropriate, Relevant and Applicable Regulations
B&P	Bid and Proposal
BGO	Bismuth Germinate
BLM	Bureau of Land Management
CAA	Clean Air Act
CCO	Cognizant Contracting Officer
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CFY	Contractor Fiscal Year
CO	Contracting Officer
COR	Contracting Officer's Representative
COE	Corps of Engineers
CONUS	Continental United States
CPAF	Cost-Plus-Award-Fee
CPFF	Cost-Plus-Fixed-Fee
CWA	Clean Water Act
D&D	Decontamination and Decommission
DEAR	Department of Energy Acquisition Regulation
DOE	Department of Energy
DPLH	Direct Productive Labor Hours
DUNS	DUNS Universal Numbering System
EM	Environmental Management
EMR	Experience Modification Rate
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-To-Know Act of 1986
ER	Environmental Restoration
ES&H	Environment, Safety and Health
FAR	Federal Acquisition Regulation
FFA	Federal Facilities Agreement
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
FTD	Federal Travel Directory
FTMC	Federal Travel Management Center
FTR	Federal Travel Regulation
FUSRAP	Formerly Utilized Sites Remedial Action Program
FY	Fiscal Year
G&A	General and Administrative
GAO	General Accounting Office
GCAP	Ground Water Corrective Action Plan
GFF	Government Furnished Facilities
GFP	Government Furnished Property
GJO	Grand Junction Office
GP	Government Property
GPO	Government Printing Office
GSA	General Services Administration
GTR	Government Transportation Request

GW/VZ	Ground Water/Vadose Zone
HP	High Purity
HRLS	High Rate Logging System
HSWA	Hazardous and Solid Waste Amendment
ID	Idaho Operations Office
IFMS	Interagency Fleet Management System
IG	Inspector General
IGCE	Independent Government Cost Estimate
IPABS-IS	Integrated, Planning, Accountability, and Budgeting System – Information Systems
IPM	Integrated Project Management
IR&D	Independent Research and Development
IRA	Interim Remedial Action
IRS	Internal Revenue Service
ISM	Integrated Safety Management
LAN	Local Area Network
LOE	Level of Effort
LTSM	Long-Term Surveillance and Maintenance
MMTS	Monticello Mill Tailings Site
MRAP	Monticello Remedial Action Project
MSDS	Material Safety Data Sheets
MSG	Monticello Surface and Ground Water
MTMC	Military Traffic Management Command
NaI	Sodium Iodide
NAICS	North American Industrial Classification System
NAS	National Academy of Sciences
NAPL	Non-Aqueous Phase Liquid
NEPA	National Environmental Policy Act
NPL	National Priorities List
NRC	Nuclear Regulatory Commission
NWPA	Nuclear Waste Policy Act
O&M	Operation and Management
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States
OFCCP	Office of Federal Contract Compliance Programs
OMB	Office of Management and Budget
ORP	Office of River Protection
OU	Operable Unit
OSHA	Occupational Safety and Health Administration
PAAA	Price-Anderson Amendments Act
PBS	Project Baseline Summary
PC	Performance Criteria
PCB	Polychlorinated Biphenyl
PL	Public Law
PMCS	Project Management and Control System
POL	Petroleum, Oils, and Lubricants
PPA	Pollution Prevention Act of 1990
RAP	Radiological Assistance Program
RARs	Remedial Action Reports
RCRA	Resource Conservation and Recovery Act
RI/FS	Remedial Investigation/Feasibility Study

RFP	Request for Proposal
RL	Richland Operations Office
ROD	Record of Decision
RTC	Riverview Technology Corporation
SARA	Superfund Amendments and Reauthorization Act
SATO	Schedule Airline Travel Office
SD	System Description
SDWA	Safe Drinking Water Act
SEB	Source Evaluation Board
SEC	Securities and Exchange Commission
SF	Standard Form
SGLS	Spectra Gamma Logging System
SOW	Statement of Work
SPH	Six Phase Heating
STAR	Science, Technology, and Research
SWMUs	Solid Waste Management Units
TIN	Taxpayer Identification Number
TSCA	Toxic Substances Control Act
UCNI	Unclassified Controlled Nuclear Information
UMTRA	Uranium Mill Tailings Remedial Action
UMTRCA	Uranium Mill Tailings Radiation Control Act
WMM	Waste Management and Minimization
WWNA	Wastewater Neutralization/Building 200 Area

PART III

SECTION J

ATTACHMENT H

Grand Junction Office Building Floor Plans

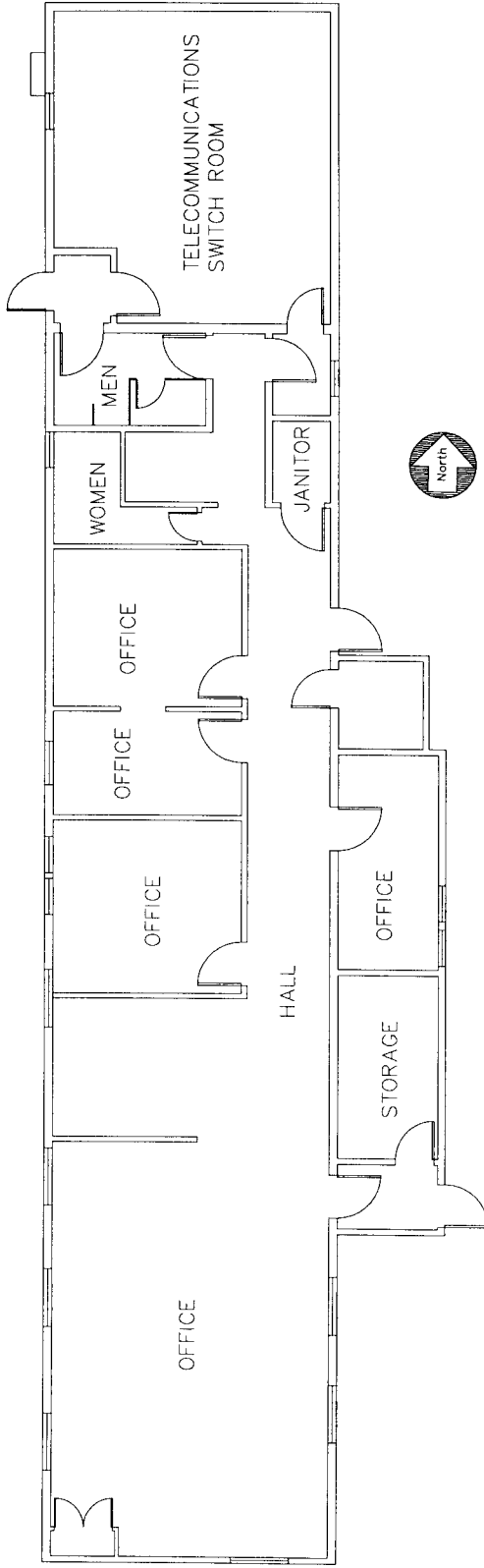
PART III – SECTION J

ATTACHMENT H

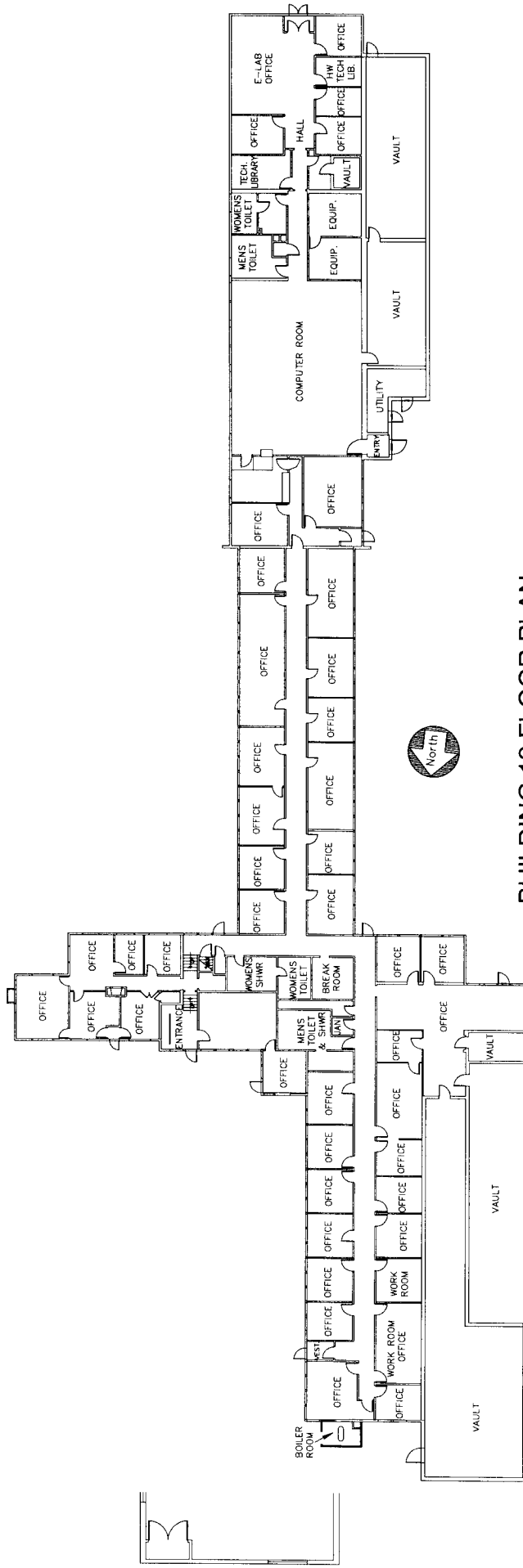
Grand Junction Office Building Floor Plans

TABLE OF CONTENTS

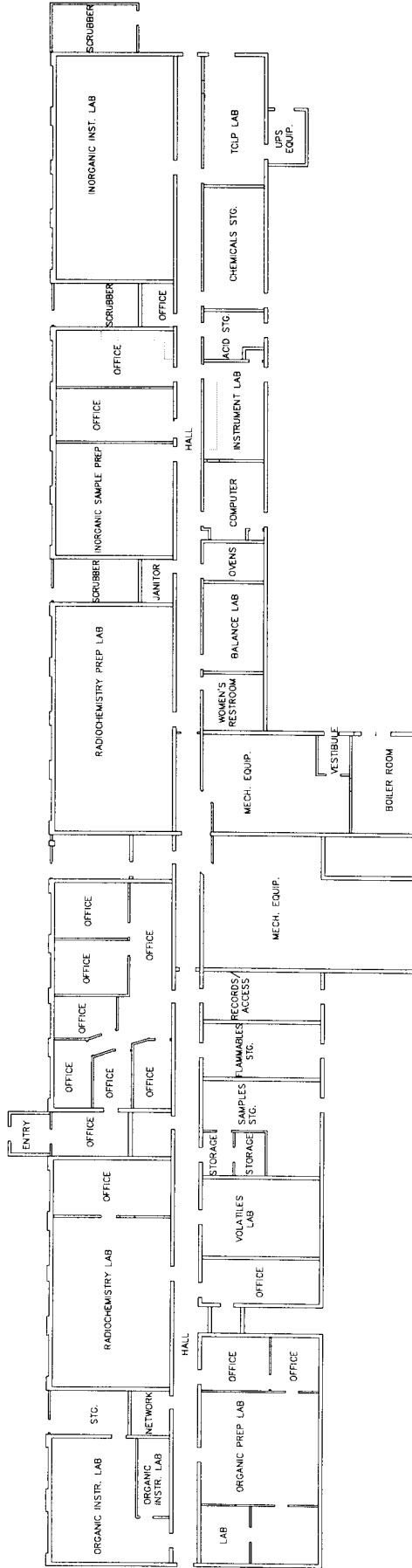
<u>Map</u>	<u>Page</u>
Building 2	J-H-3
Building 12	J-H-4
Building 20 – Analytical Chemistry Laboratory	J-H-5
Building 32	J-H-6
Building 46 – Sample Preparation Laboratory	J-H-7
Building 810	J-H-8
Building 938	J-H-9



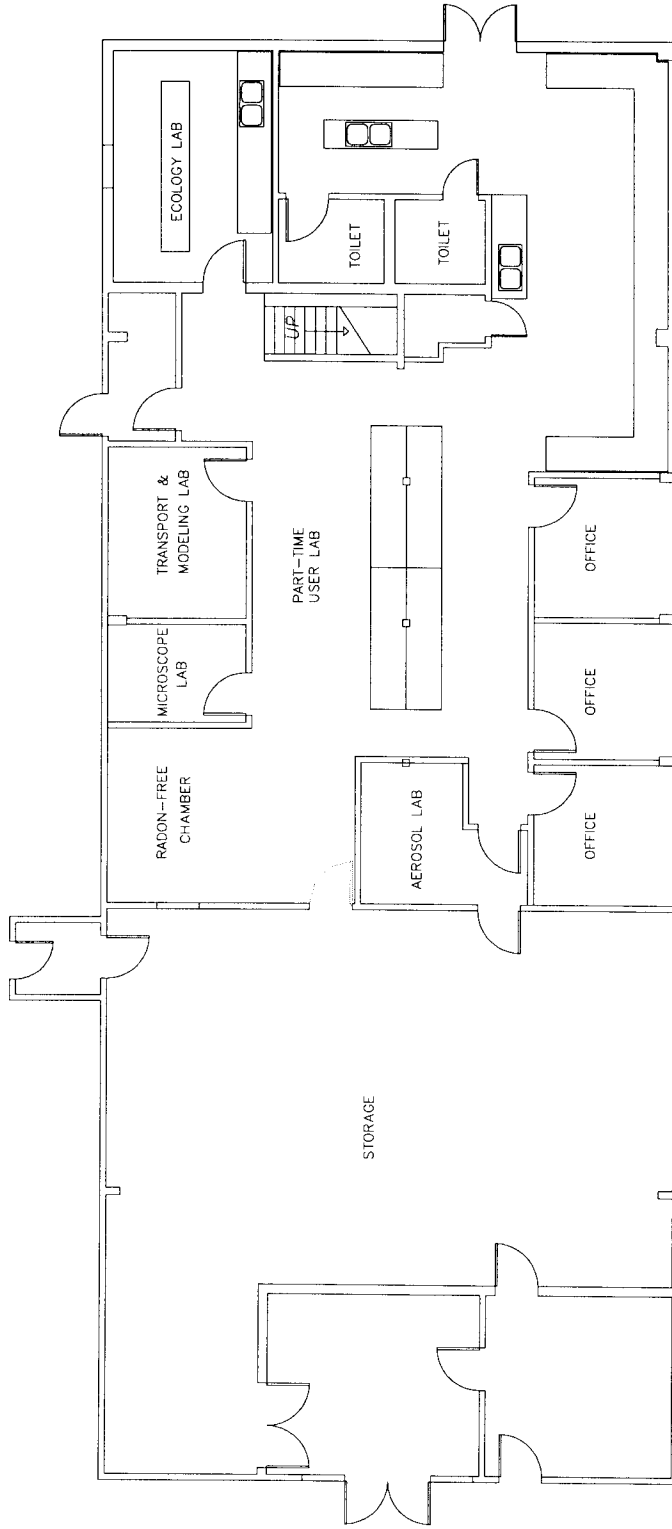
BUILDING 2 FLOOR PLAN



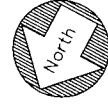
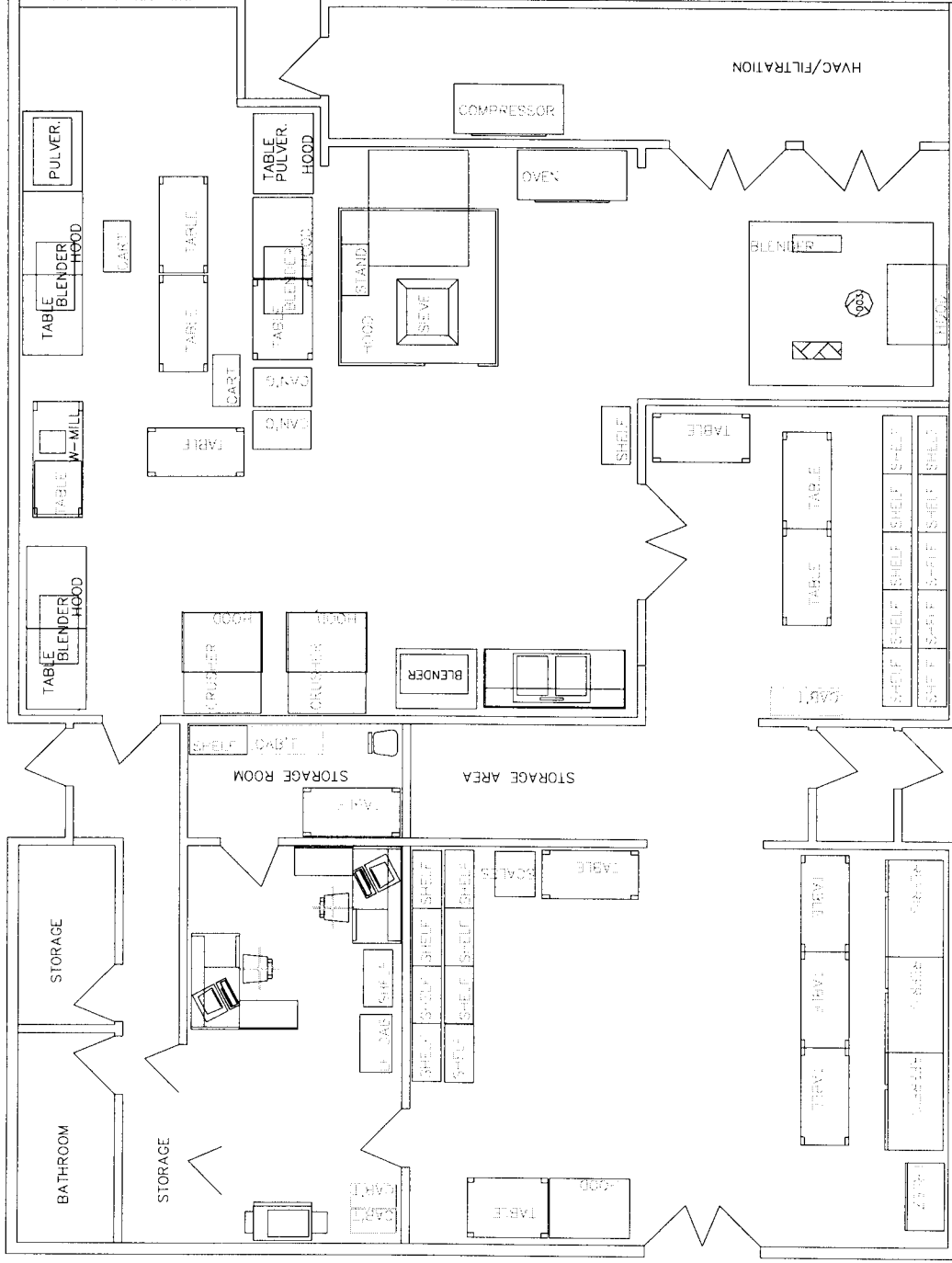
BUILDING 12 FLOOR PLAN



BUILDING 20 ANALYTICAL CHEMISTRY LABORATORY

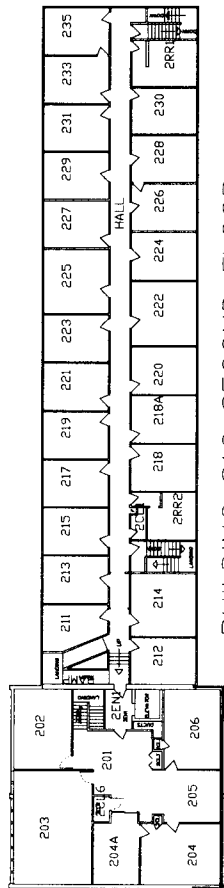


BUILDING 32

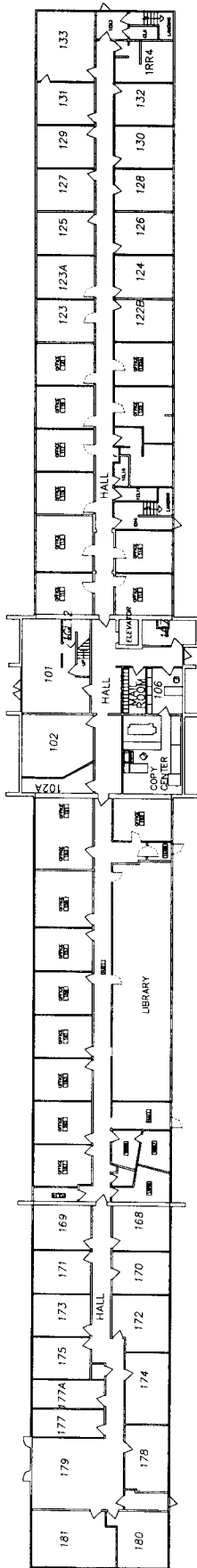


BUILDING 46 SAMPLE PREPARATION LAB

Contract DE-AC13-02GJ79491
Section J

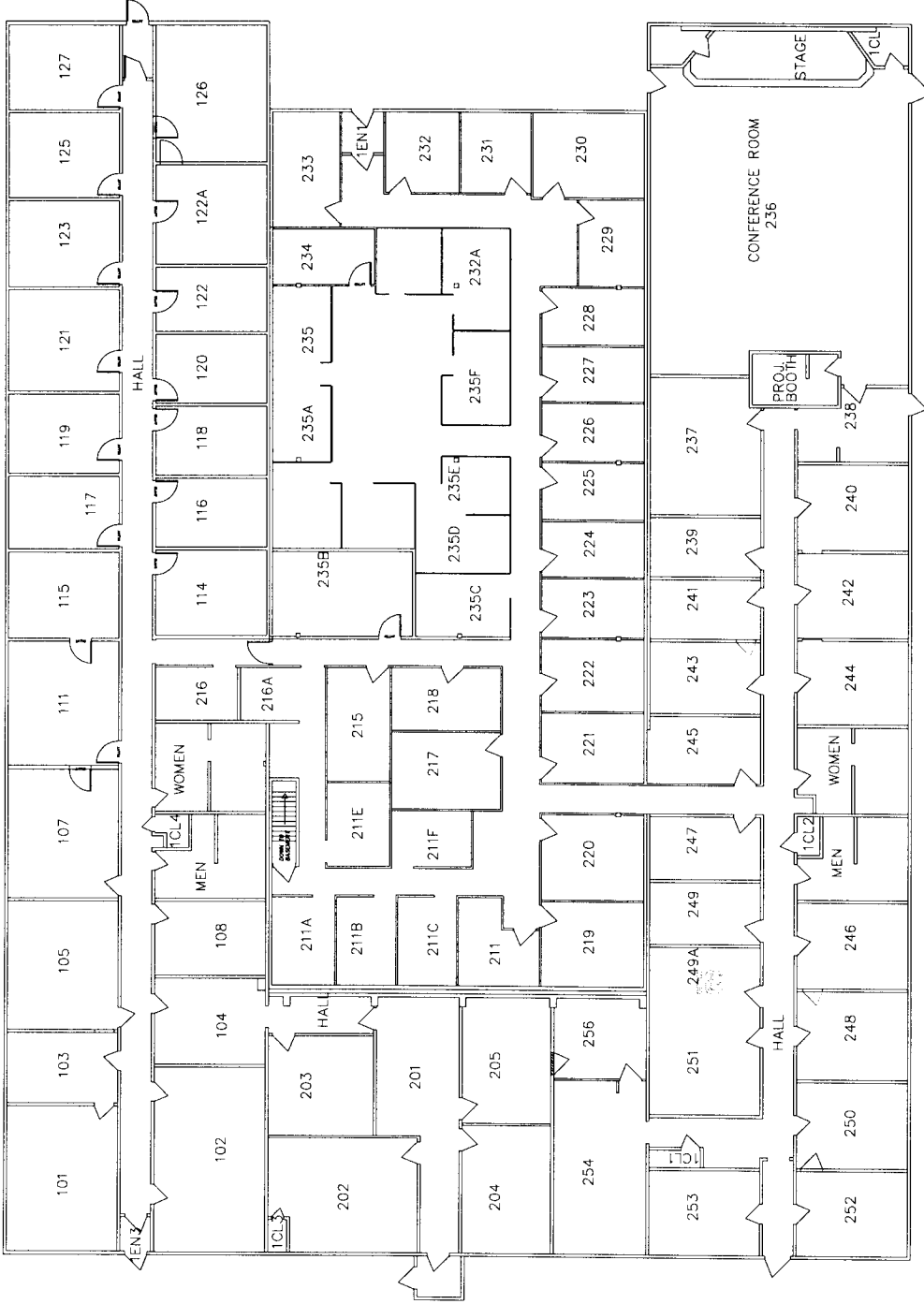


BUILDING 810 SECOND FLOOR



BUILDING 810 FIRST FLOOR

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GROSS AREA = 20,216
TOTAL AREA = 18,811



BUILDING 938 FLOOR PLAN

PART III

SECTION J

ATTACHMENT I

**Performance-Based Fee Determination Procedures
Grand Junction Office**

PERFORMANCE-BASED FEE DETERMINATION PROCEDURES GRAND JUNCTION OFFICE

These Performance-Based Fee Determination Procedures covers the administration of the Performance-Based Fee provisions of Contract No. DE-AC13-01GJ79491 for the Grand Junction Office (GJO) and provides the standardization necessary to ensure effective development, administration, and coordination of the evaluation process.

PURPOSE

These Performance-Based Fee Determination Procedures encompass many recommendations of the Contract Reform Report for new Department of Energy (DOE) contracts to include cost-sharing arrangements and incentives to reduce costs while strictly enforcing performance criteria and measures. The Contractor is responsible for striving to attain the highest standards of excellence in executing responsibilities under the contract as measured against performance standards consistent with the best management practices available. The Contractor is expected to develop standards of excellence and to have a strong, ongoing self-assessment program to measure progress against the standards. The Contractor will receive a favorable rating for identifying problems and for developing and implementing effective and economical corrective actions.

The Contract Reform Report suggests that the new "performance-based management contracts" include well defined, objective performance criteria and measures for program activities, environmental, safety and health requirements, and financial management objectives. To the extent possible, DOE shall endeavor to assure that the majority of the performance criteria are objective, measurable, and verifiable (they are either achieved or they are not achieved). In addition, there may be a limited number of subjective criteria that are necessary for DOE in evaluating Contractor performance for areas that do not lend themselves to objective measurement.

This approach clearly defines DOE's message that the Contractor's performance is expected to be better than satisfactory; and also allows DOE to focus the Contractor's performance on DOE's strategic goals and mission.

FEE APPLICATION

The Cost-Plus-Award-Fee (CPAF) type of contract has been employed to provide an incentive, in the form of an available award fee, to encourage and reward the Contractor for increasing efficiency in the performance of the contract. A Performance Evaluation Plan shall be developed for each six-month evaluation period and will be the basis for determining the amount of award fee to which the Contractor is entitled for the period.

The award fee is used to reward excellence in performing specific areas designated by the Government for evaluation. The award fee shall be determined by the rating established at the end of each six-month evaluation period and approved by the Fee Determination Official (FDO). No award fee shall be earned for satisfactory performance, since this is the minimum level of performance expected of the Contractor selected to manage work under the GJO. Reference Fee Schedule in Appendix A.

ADMINISTRATION

The FDO responsible for the award fee process on this contract is **the Manager, Grand Junction Office**. The Primary responsibilities of the FDO are:

1. Finalize Development of Performance Evaluation Plans
 - (a) Review draft plans for the next rating period and assure that they are consistent with overall DOE-Idaho (ID) goals; and
2. Finalize Assessment and Contractor Performance Rating
 - (a) Review the evaluation reports regarding Contractor performance for the period;
 - (b) Conduct independent, ongoing evaluations of the Contractor's performance;
 - (c) Review Contractor's Self-Assessment Reports; and
 - (d) Approve the Contractors' fee earned for each evaluation period.

PERFORMANCE EVALUATION PLAN

A Performance Evaluation Plan shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period. The Performance Evaluation Plan shall be developed within the framework of GJO Performance Goals and support continued progress toward these goals. The Plan shall contain the Performance Areas, the Performance Objectives, and the Performance Criteria that will be the focus of Contractor performance and DOE evaluation for the next evaluation period.

The Performance Areas are broad-based criteria and define the total performance requirements of the contract. Weights are assigned to each Performance Area with the sum of the Weights totaling 100 percent.

The Performance Objectives are specific categories representing a group of activities or functions (managerial, administrative, operations) within a Performance Area in which a Contractor is required to perform.

The Performance Criteria (PC) are the lowest level of evaluation and outline important, critical, or time-sensitive areas of performance for each task. In determining PCs, consideration shall be given to Contractor past performance and contract future requirements. The goal is to obtain continuous improvement in the process and not just consistency. The following guidelines shall be used in development of PCs:

1. The PCs must fall within the scope of work addressed by the approved task orders.
2. The PCs shall convey to the Contractor those areas requiring emphasis and increased management attention. They shall highlight important, critical, or time-sensitive areas of performance.
3. PCs shall be specific and objective, quantified by milestones and measures of performance.
4. PCs shall be written to the expected level of performance, which equates to a mid-satisfactory rating.
5. PCs shall be consistent with overall site performance goals.

PERFORMANCE TASK MONITORS

Task Monitors shall be assigned to each task order for management and oversight. Task Monitors shall be responsible for development of draft performance criteria prior to the beginning of the rating period. The Contractor may provide input for consideration by DOE in the development of the Performance Evaluation Plan. Task Monitors shall be responsible for evaluation and assessment of the Contractor's activities during the rating period and documenting results at the end of the period. This includes reviewing the adequacy of deliverables, timeliness of submittals, control of costs, and assuring that Environmental, Safety, and Health activities comply with applicable safety and environmental practices, Quality Assurance procedures were followed, and other task order performance criteria were met.

Meetings shall be held with the Contractor, specifically before, and during each evaluation period to discuss the Contractor's performance relative to the task order.

Documentation shall be provided to the GJO Manager with an evaluation and assessment of the Contractor's performance on the Performance Objectives and Criteria for the assigned task orders. This evaluation and assessment shall include an assessment of whether work required by the task order was accomplished, and an assessment of general cost and schedule progress, acknowledgment of performance that merits recognition, and specific statements characterizing any deficiencies identified in the execution of task orders.

The DOE Task Monitor shall recommend an initial rating of the Contractor's performance. In arriving at a performance rating, consideration shall be given to the Contractor's planning, organizing, control, staffing, cost, schedule, coordination and integration, compliance with all applicable laws, regulations, DOE Orders, DOE/State agreements, cost effectiveness, and execution. Execution includes all procedural, programmatic, and operational aspects of the activities that fall within each performance area.

GJO MANAGER

The GJO Manager provides a coordinating and integrating function for consolidation of inputs from Performance Area Managers and assigned Performance Task Monitors for development of the draft Performance Evaluation Plan prior to the beginning of the evaluation period and in development and presentation of the initial evaluation results to the Award Fee Board at the end of the evaluation period.

CONTRACTOR SELF-ASSESSMENT

By the tenth calendar day after the end of the evaluation period, the Contractor shall provide the DOE Manager of the GJO, a written self-assessment of their performance during the period. The self-assessment shall discuss major accomplishments or progress made in any functional area during the evaluation period and discuss the Contractor's assessment of their weaknesses and areas requiring improvement. The self-assessment shall also discuss other accomplishments deemed worthy of consideration during the performance period that were not specifically addressed in the Performance Evaluation Plan. The self-assessment shall clearly measure performance against the DOE approved work scope, schedule, and budget for each task.

FINAL CONTRACTOR RATING AND AWARD FEE

Within 60 calendar days after the end of the evaluation period, the FDO will forward an Award Fee Performance Evaluation Report to the Contractor, outlining a score and rating for the period and authorizing payment of the appropriate amount of Award Fee. The FDO may rely upon information from the Performance Monitors on their assigned tasks, as well as deliverables, milestones, cost, and schedule information to determine the amount of award fee earned.

DEFINITIONS

Significant and Notable are descriptors applied to both Achievements and Deficiencies and are used in communicating performance information to the contractor and may be considered by the FDO in arriving at a rating for the evaluation period.

Significant: This term indicates a major event or sustained level of performance which, due to its importance, has a substantial positive or negative impact on the Contractor's ability to carry out its mission.

Notable: This term indicates an event or sustained level of performance, which is of lesser importance than a "significant" event, but nonetheless deserves positive or negative recognition.

Observation: Facts or findings noted by a monitor/evaluator that do not appear appropriate to classify as an achievement or deficiency.

RATING PLAN

The general guidelines to be used to evaluate the Contractor's performance are shown below. The Performance Task Monitors will use professional judgment in applying these guidelines and assigning a numerical and an adjectival rating to each task assignment.

Adjectival Definition		Numerical Definition Performance Grade
Outstanding	96-100	Performance substantially exceeds expected levels. <ul style="list-style-type: none">• Several significant or notable achievements exist.• No deficiencies were identified during the evaluation period.
Good	82 - 95	Performance exceeds expected levels. <ul style="list-style-type: none">• Several significant or notable achievements exist.• Some notable deficiencies may exist.• No significant deficiencies exist.
Satisfactory	76 -81	Performance meets expected levels. <ul style="list-style-type: none">• Minimum standards are exceeded and "good management practices" are evident.• Notable achievements or notable deficiencies may exist.

		<ul style="list-style-type: none">• Any significant achievements which exist are offset by significant or notable deficiencies.
Marginal	66-75	<p>Performance is less than expected.</p> <ul style="list-style-type: none">• No significant achievements exist.• Some notable deficiencies exist; or• Any notable achievements which exist are more than offset by significant or notable deficiencies.
Unsatisfactory	65 or Below	<p>Performance is below minimum acceptable levels.</p> <ul style="list-style-type: none">• Significant deficiencies causing adverse mission impacts exist.• Performance at this level may result in the FDO withholding all award fees for the period.

**APPENDIX A
 GRAND JUNCTION OFFICE
 FEE SCHEDULE**

PERFORMANCE POINTS		PERCENT OF AWARD FEE
100		100
99		100
98	OUTSTANDING	100
97		100
96		100
-----		-----
95		95
94		93
93		89
92		82
91		75
90	GOOD	67
89		59
88		51
87		43
86		35
85		27
84		20
83		12
82	5	
-----	-----	-----
81		0
80		0
79	SATISFACTORY	0
78		0
77		0
76		0
-----	-----	-----
75		0
74		0
73		0
72		0
71	MARGINAL	0
70		0
69		0
68		0
67		0
66		0
-----	-----	-----
65 or Below	UNSATISFACTORY	0

SECTION J

ATTACHMENT J

Key Personnel

Key Personnel

In accordance with DEAR 952.235-70, the following individuals are key personnel:

<u>Name</u>	<u>Title</u>
	General Manager
	Technical Manager
	Business Manager
	Moab Project Manager

PART III

SECTION J

ATTACHMENT K

LIST A

DOE ORDERS

LIST A
DOE Orders Applicable to
Department of Energy Grand Junction Office

Order No.	Subject	OPI	Dated
DOE O 110.3	Conference Management	MA	11-03-99
DOE O 130.1	Budget Formulation Process	CR	09-29-95
DOE N 142.1	Unclassified Foreign Visits and Assignments	SO	07-14-99
DOE O 151.1A	Comprehensive Emergency Management System	SO	11-01-00
DOE O 200.1	Information Management Program	SO	09-30-96
DOE N 205.1	Unclassified Cyber Security Program	SO	07-26-99
DOE N 205.2	Foreign National Access to DOE Cyber Systems	SO	11-01-99
DOE N 205.3	Password Generation, Protection, and Use	SO	11-23-99
DOE O 210.1	Performance Indicators and Analysis of Operations Information	EH	09-27-95
DOE O 224.1	Contractor Performance-Based Business Management Process	FM	12-08-97
DOE O 231.1	Environment, Safety, and Health Reporting	EH	09-30-95
DOE O 231.1A	Occurrence Reporting and Processing of Operations Information	EH	07-21-97
DOE O 232.1A	Occurrence Reporting and Processing of Operations Information	EH	07-21-97
DOE M 232.1-1A	Occurrence Reporting and Processing of Operations Information	EH	07-21-97
DOE O 241.1A	Scientific and Technical Information Management	OSTI	08-17-98
DOE G 241.1-1	Guide to the Management of Scientific and Technical Information	SO	05-08-00
DOE G 242.1-1	Forms Management Guide	SO	05-08-00
DOE O 311.1A	Equal Employment Opportunity Program	ED	12-30-96
DOE O 350.1	Contractor Human Resource Management Programs	MA	09-30-96
DOE O 413.1	Management Control Program	CR	12-06-95
DOE O 413.3	Program and Project Management for the Acquisition of Capital Assets	CR	10-13-00
DOE O 414.1A	Quality Assurance	EH	09-29-99
DOE O 420.1	Facility Safety	EH	10-13-95
DOE O 430.1A	Life-Cycle Asset Management	FM	10-14-98
DOE O 435.1	Radioactive Waste Management	EM	07-09-99
DOE G 435.1	Implementation Guide for DOE Order 435.1, Radioactive Waste Management	EM	07-09-99
DOE M 435.1-1	Radioactive Waste Management Manual	EM	07-09-99
DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	EH	03-27-98

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DOE O 442.1	Department of Energy Employee Concerns Program	ED	02-01-99
DOE O 451.1A	National Environmental Policy Act Compliance Program	EH	06-05-97
DOE N 470.2	Reporting Unofficial Foreign Travel	SO	12-15-00
DOE N 473.4	Department of Energy Badges	SO	05-26-00
DOE O 481.1A	Work for Others (Non-Department of Energy Funded Work)	MA	01-03-01
DOE M 481.1-1A	Reimbursable Work for Non-Federal Sponsors Process Manual	MA	01-03-01
DOE O 534.1	Accounting	CR	09-29-95
DOE O 542.1	Competition in Contracting	PR	06-30-97
DOE O 551.1A	Official Foreign Travel	CR	08-25-00
DOE M 573.1-1	Mail Services User's Manual	MA	07-12-00
DOE O 1230.2	American Indian Tribal Government Policy	CI	04-08-92
DOE G 1324.5B	Guide for DOE 1324.5B Records Management	HR	07-19-96
DOE 1332.1A	Uniform Reporting System	FM	10-15-85
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	CI	01-07-93
DOE O 1350.1	Audiovisual and Exhibits Management	CI	10-28-81
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	HR	11-12-92
DOE O 2030.4B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	IG	05-18-92
DOE O 2110.1A	Pricing of Departmental Materials and Services	CR	07-14-88
DOE O 2300.1B	Audit Resolution and Follow-up	CR	06-08-92
DOE O 2320.1C	Cooperation with the Office of Inspector General	IG	05-18-92
DOE O 2321.1B	Auditing of Programs and Operations	IG	05-14-92
DOE 3792.1A	Employee Assistance Program	MA	05-14-92
DOE O 4330.4B	Maintenance Management Program	FM	02-10-94
DOE 4700.1	Project Management System	FM	03-06-87
DOE O 5400.1	General Environmental Protection program	EH	11-09-88
DOE O 5400.5	Radiation Protection of the Public and the Environment	EH	02-08-90
DOE O 5480.4	Environmental Protection, Safety, and Health Protection Standards	EH	05-15-84
DOE O 5530.3	Radiological Assistance Program	SO	01-14-92
DOE 5700.2D	Cost Estimating, Analysis, and Standardization	FM	06-12-92
ID O 420.A	Fire Safety Program	TS	07-13-99
ID O 433.A	Maintenance Management Program	EM	0818-00
ID O 450.D	Offsite Response and Use of the Radiological Assistance Program for Incidents When Personnel and/or Equipment from the INEEL are Suspected of Being Radiologically Contaminated	EM	03-16-00

PART III

SECTION J

ATTACHMENT K

LIST B

REGULATIONS

LIST B
Regulations Applicable to
Department of Energy Grand Junction Office

The List of the Applicable Laws and Regulations (List B) for the DOE Grand Junction Office has been developed in accordance with DEAR 970.5204-78, *Laws, Regulations, and DOE Directives (June 1997)*.

In accordance with DEAR 970.5204-78, List B is appended to this contract for information, and omission of any applicable law or regulation from List B does not affect the obligation of the contractor to comply with such law or regulation pursuant to the terms of the contract. List B is a compilation, for information, of the major laws and regulations, major permits, and major agreements with regulators applicable to work performed under the terms and conditions of this contract.

Executive Orders are not included in List B. Direction contained in Executive Orders that affect performance of work under Department of Energy Contracts is normally assimilated into appropriate laws and regulations, which include the Federal and Department of Energy Acquisition Regulations. The Department Procurement Executive may, on a case basis, issue direction in the form of Procurement Letters directing specific implementation actions based on Executive Orders.

The contractor shall make recommendations annually for update to List B in conjunction with the annual update to the Safety Management System Description Document as discussed in DEAR 970-5204-2, *Integration of Environment, Safety, and Health into Work Planning and Execution (June 1997)*.

NUMBER	TITLE
Public Laws	
PL 85-256 (42 U.S.C. 2012, et seq.)	Price Anderson Act
PL 101-189	National Competitiveness Technology Transfer Act of 1989
PL 102-486	Energy Policy Act of 1992
PL 104-113	National Technology Transfer and Advancement Act
7 U.S.C. 136	The Federal Insecticide, Fungicide and Rodenticide Act of 1972
16 U.S.C. 470, et seq.	National Historic Preservation Act of 1966
16 U.S.C. 470aa-470mm	Archeological Resource Protection Act of 1979
16 U.S.C. 1531 et seq.	The Endangered Species Act of 1973
7 U.S.C. 4201 et seq.	Farmland Protection Policy Act
15 U.S.C. 2601 et seq.	The Toxic Substances Control Act of 1976
17 U.S.C. 401 et seq.	Copyrights
25 U.S.C. 3001, et seq.	Native American Graves Protection and Repatriation Act
33 U.S.C. 1251 et seq.	The Clean Water Act of 1977
33 U.S.C. 2705 et seq.	The Oil Pollution Act of 1990
35 U.S.C. 101 et seq.	Patents
35 U.S.C. 200 et seq.	Rights in Inventions Made with Federal Assistance
41 U.S.C. 35 et seq.	Walsh-Healey Public Contracts Act
41 U.S.C. 51 et seq.	Anti-Kickback Act of 1986
41 U.S.C. 351 et seq.	Service Contract Act of 1965

42 U.S.C. 300	The Safe Drinking Water Act
42 U.S.C. 1996 et seq.	American Religious Freedom Act
42 U.S.C. 2011 et seq.	Atomic Energy Act of 1954
42 U.S.C. 2021	The Low-Level Radioactive Waste Policy Act
42 U.S.C. 4321 et seq.	The National Environmental Policy Act of 1969
42 U.S.C. 5901 et seq.	Federal Non-Nuclear Energy Research and Development Act of 1974
42 U.S.C. 6201 et seq.	Energy Policy and Conservation Act
42 U.S.C. 6901 et seq.	The Resource Conservation and Recovery Act of 1976
42 U.S.C. 7401 et seq.	The Clean Air Amendments of 1977
42 U.S.C. s/s 9601	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
42 U.S.C. 9601 et seq.	The Superfund Amendments and Reauthorization Act of 1986
42 U.S.C. 10101 et seq.	Nuclear Waste Policy Act of 1982
42 U.S.C. 11001 et seq.	The Emergency Planning & Community Right-To-Know Act of 1986
42 U.S.C. 13101 et seq.	Pollution Prevention Act of 1990

NUMBER	TITLE
Code of Federal Regulations	
Title 10 – Energy	
Chapter I	Nuclear Regulatory Commission
Part 19	Notices, Instructions, and Reports to Workers: Inspection and Investigations
Part 20	Standards for Protection Against Radiation
Part 21	Reporting of defects and noncompliance
Part 73	Physical Protection of Plants and Materials
Chapter III	Department of Energy
Part 707	Workplace substance abuse programs at DOE sites
Part 708	DOE contractor employee protection program
Part 745	Protection of human subjects
Part 781	DOE patent licensing regulations
Part 783	Waiver of patent rights
Part 835	Occupational Radiation Protection
Part 962	Byproduct material
Chapter X	Department of Energy (General Provisions)
Part 1021	National Environmental Policy Act implementing procedures
Part 1022	Compliance with floodplain/wetlands environmental review requirements
Title 29 – Labor	
Chapter IV	Office of Labor – Management Standards, Department of Labor
Parts 401-459	Labor Management Standards
Chapter V	Wage and Hour Division, Department of Labor
Parts 500-899	Regulations, Statements of General Policy or Interpretation Not Directly Related to Regulations, Other Laws, and Garnishment of Earnings
Chapter XIV	Equal Employment Opportunity Commission
Parts 1600-1691	Regulations for equal pay, affirmative action, discrimination guidelines
Chapter XVII	Occupational Safety and Health Administration, Department of Labor
Part 1903	Inspections, citations and proposed penalties
Part 1904	Recording and reporting occupational injuries and illnesses
Part 1910	Occupational safety and health standards
Part 1913	Rules of agency practice and procedure concerning OSHA access to employee

	medical records
Part 1925	Safety and health standards for Federal service contracts
Part 1926	Safety and health regulations for construction
Part 1990	Identification, classification, and regulation of potential occupational carcinogens
Title 36 - Parks, Forests, and Public Property	
Chapter VIII	Advisory council on historic preservation
Part 800	Protection of historic and cultural properties
Chapter XII	National Archives and Records Administration
Part 1220	Federal Records; general
Part 1222	Creation and maintenance of federal records
Part 1228	Disposition of Federal records
Part 1230	Micrographic records management
Part 1232	Audiovisual records management
Part 1234	Electronic records management
Part 1236	Management of vital records
Title 40 – Protection of Environment	
Chapter I	Environmental Protection Agency
	Subchapter C – Air Programs
Part 50	National primary and secondary ambient air quality standards
Part 51	Requirements for preparation, adoption, and submittal of implementation plans
Part 52	Approval and promulgation of implementation plans
Subpart A	General provisions
Subpart A	General provisions
Subpart A	General provisions
Title 42 – Public Health	
Part 84	Approval of respiratory protective devices
Title 43 – Public Lands: Interior	
Part 7	Protection of Archeological Resources
Title 44 – Emergency Management and Assistance	
Chapter I	Federal Emergency Management Agency
	Subchapter D – Disaster Assistance
Part 351	Radiological emergency planning and preparedness
Title 48 – Federal Acquisition Regulations System	
Chapter 1	Federal Acquisition Regulation
	Subchapter H – Clauses and Forms
Part 52 ⁽²⁾	Solicitation provisions and contract clauses
Part 53 ⁽²⁾	Forms
Chapter 9	Department of Energy
	Subchapter H – Clauses and Forms
Part 952 ⁽²⁾	Solicitation provisions and contract clauses
	Subchapter I – Agency Supplementary Regulations
Title 49 – Transportation	
Subtitle A	Office of the Secretary of Transportation
Part 40	Procedures For Transportation Workplace Drug Testing Programs

Subtitle B	Other Regulations Relating to Transportation
Part 107	Hazardous Materials Program Procedures
	Subchapter B – Oil Transportation
Part 130	Oil spill prevention and response plans
	Subchapter C – Hazardous Materials Regulations
Part 171	General Information, Regulations, And Definitions
Part 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, And Training Requirements
Part 173	Shippers – General requirements For shipments and packaging
Part 177	Carriage by public highway
Part 178	Specifications for packaging
Part 180	Continuing qualification and maintenance of packaging
Chapter III	Federal Highway Administration, Department of Transportation
	Subchapter B – Federal Motor Carrier Safety Regulations
Part 382	Controlled Substances And Alcohol Use And Testing
Part 385	Safety Fitness Procedures
Part 387	Minimum Levels Of Financial Responsibility For Motor Carriers
Part 390	Federal Motor Carrier Safety Regulations; General
Part 399	Employee Safety And Health Standards