

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

NEPA, FFP, BASIC PERIOD

0001

Noun: NEPA FFP, BASIC PERIOD

Contract type: J - FIRM FIXED PRICE

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

NEPA, CPIF, BASIC PERIOD

0002

Noun: NEPA, CPIF, BASIC PERIOD

Contract type: V - COST PLUS INCENTIVE FEE

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

NEPA, CPFF, BASIC PERIOD

0003

Noun: NEPA, CPFF, BASIC PERIOD

Contract type: U - COST PLUS FIXED FEE

Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled " STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B000 CLAUSES AND PROVISIONS (JAN 2008)

Clauses and provisions in this solicitation are in numerical order but may not be numbered sequentially.

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).
- (b) The fixed fee for this task order, as contemplated by FAR Clause 52.216-8, "Fixed Fee," is TBD (insert fixed fee). The fixed fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD (insert total amount).
- (d) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this task order is TBD (insert amount of Incremental Funding). It is estimated that this amount is sufficient to cover performance through TBD (insert performance period).

B005 ESTIMATED COST AND FIXED-FEE - FULLY FUNDED (FEB 2005) (TAILORED)

- (a) The total estimated cost of this task order is TBD.
- (b) The fixed fee for this task order, as contemplated by FAR Clause 52.216-8, "Fixed Fee," is TBD. The fixed fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD.
- (d) Performance of this task order is subject to the limitations set forth in FAR Clause 52.232-20, "Limitation of Cost."

B021 ESTIMATED COST AND INCENTIVE-FEE - INCREMENTALLY FUNDED (NOV 2007)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).
- (b) The target incentive fee for this task order, as contemplated by FAR Clause 52.216-10, "Incentive Fee," is TBD, the target cost is TBD, the minimum fee is TBD, the maximum fee is TBD, and the fee adjustment formula is TBD. The incentive fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD (insert total amount).
- (d) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this task order is TBD (insert amount of Incremental Funding). It is estimated that this amount is sufficient to cover performance through TBD (insert performance period).

B022 ESTIMATED COST AND INCENTIVE-FEE - FULLY FUNDED (NOV 2007)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).

(b) The target incentive fee for this task order, as contemplated by FAR Clause 52.216-10, "Incentive Fee," is TBD, the target cost is TBD, the minimum fee is TBD, the maximum fee is TBD, and the fee adjustment formula is TBD . The incentive fee shall be paid pursuant to the terms of this FAR clause.

(c) The total estimated amount of this task order is TBD (insert total amount).

(d) Performance of this task order is subject to the limitations set forth in FAR Clause 52.232-20, "Limitation of Cost."

B062 TASK ORDER TYPES (JAN 2008)

Task orders issued under this contract will be Firm Fixed Price, Cost Plus Fixed Fee, or Cost Plus Incentive Fee. The total contract value, including Firm Fixed Price, Cost Plus Fixed Fee and Cost Plus Incentive Fee task orders, for this contract is not to exceed \$200,000,000. Each task order shall identify the accounting and appropriation data associated with the funding allocated to each task order as well as such data associated with incremental funding pursuant to FAR Clause 52.232-22 "Limitation of Funds."

The Contracting Officer shall periodically provide to the contractor an accounting of all task orders issued under this contract. The accounting shall reflect the cumulative amount of task orders issued against the Contract value.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005) (TAILORED)

The SOW is included as Attachment J-2 to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005) (TAILORED)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist" (Attachment J-1).

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

C006 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (OCT 2006) (TAILORED)

(a) The Contractor shall deliver Scientific and Technical Information (STI) in accordance with DOE Order 241.1A, Chg 1 as revised, "Scientific and Technical Information Management," and its accompanying DOE Guide 241.1-1A as revised, "Guide to the Management of Scientific and Technical Information." Both documents can be accessed on the internet at <http://www.directives.doe.gov> and are incorporated in this contract by reference.

(b) The Contractor shall submit each report or other STI product electronically on the DOE Energy Link System (E-Link). Do not send reports or other STI products directly to the Office of Scientific and Technical Information (OSTI). Acceptable formats are PDF Normal and PDF Image.

(c) The E-Link data base may be accessed on the internet at <http://www.osti.gov/elink/>. Each report or other STI product shall be accompanied a complete and accurate DOE Form 241.3. The form is entitled "United States Department of Energy (DOE) Announcement of Scientific and Technical Information." <https://www.osti.gov/elink/241-3.jsp>. This form is fillable online. Reports are uploaded with the form.

(d) Each report or other STI product must be accompanied by a separate DOE Form 241.3.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005) (TAILORED)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract and task order by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Ordering Contracting Officer's Representative, or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Ordering Contracting Officer, his/her representative, or other duly-authorized Government representative identified by the Ordering Contracting Officer.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The ordering period for this contract is as specified in FAR clause 52.216-18, Ordering. The period of performance for task orders issued under this contract will be identified in each task order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract and task order number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Ordering Contracting Officer's Representative or other duly authorized Government representative with an information copy of the correspondence to the Ordering Contracting Officer. The point of contact for technical correspondence is:

Government Program Manager, Ordering Contracting Officer's Representative or other authorized Government representative as indicated on individual task orders.

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Ordering Contracting Officer with information copies of the correspondence to the Ordering Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Ordering Contracting Officer as the focal point of contact. The Ordering Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Ordering Contracting Officer will be identified on individual task order.

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Ordering Contracting Officer with information copies to the Ordering Contracting Officer's Representative and the Patent Counsel as follows:

Patent counsel to be identified on individual task order as necessary.

(d) The Ordering Contracting Officer will be identified for individual task orders.

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered;
- (8) cumulative amount invoiced to date; and
- (9) detailed cost element breakdown.

(d) If you are unable to submit invoices electronically, contact the Ordering Contracting Officer identified in each individual task order.

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under Fixed Price CLINs under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the Approving Official.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)
(TAILORED)**

(a) The Ordering Contracting Officer's Representative official delegation of authority shall be provided to the Contractor in writing. This delegation will describe the Ordering Contracting Officer's Representative authorities in detail. However, it is emphasized that only the Ordering Contracting Officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Ordering Contracting Officer in writing. No action shall be taken by the Contractor unless the Ordering Contracting Officer has issued a contractual change.

(b) The Ordering Contracting Officer's Representative will be identified in individual task orders. If an Alternate Ordering Contracting Officer's Representative is assigned then the Alternate will have all responsibilities and functions assigned to the Ordering Contracting Officer's Representative when the Ordering Contracting Officer's Representative is absent.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H002 MODIFICATION AUTHORITY (OCT 2007)

(a) Notwithstanding any of the other provisions of this contract, the Contracting Officer, except as in (b) below, shall be the only individual authorized to:

- (1) Accept nonconforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any terms or conditions of this contract.

(b) The Ordering Contracting Officer shall be the only individual authorized to modify any terms or conditions of the contract only as they apply to a specific task order, waive any requirement of the contract only as it applies to a specific task order, and accept nonconforming work for that specific task order only.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on December 7 2008, 1 PM Mountain Time, and are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "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 Maryland under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 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 \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving Contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)

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

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)

(a) The Contractor shall provide services under this contract only in performance of task orders and revisions to task orders signed by the Ordering Contracting Officer and provided to the Contractor. Costs not attributed to the performance of a specific task order will not be allowed without the prior written consent of the Ordering Contracting Officer. The Contractor shall commence performance upon the receipt of a task order signed by the Ordering Contracting Officer. The DOE will not reimburse the Contractor for the costs of preparing task proposals as a direct cost under this contract.

(b) Requesting Task Proposals - When requesting task proposals from the Contractors the Ordering Contracting Officer will inform the Contractors of (i) the task to be performed; (ii) the schedule of performance; (iii) any required travel; (iv) deliverables and required delivery dates; and (v) any Government-furnished property to be provided. The Contractor shall provide its task proposal within 5 working days of receipt of the request, unless otherwise specified by the Ordering Contracting Officer.

(c) Task Proposal Information. The Contractor's task proposal shall consist of the following information: (i) For Cost-Reimbursement proposals see Attachment J-3 for proposal instructions. Include fixed fee, target cost and incentive fee as appropriate; (ii) For Firm Fixed Price proposals follow instructions provided by the Ordering Contracting Officer; (iii) If a conflict of interest is introduced by the proposed task, make immediate and full disclosure to the Ordering Contracting Officer, in addition to the requirements in the applicable clause.

(d) The Government anticipates awarding up to four contracts each for the work specified in the Statement of Work under solicitations DE-RP52-08NA28016 and DE-RP52-08NA28021. Periodically, the Ordering Contracting Officer will issue task orders to a Contractor in accordance with procedures shown below.

(e) The Ordering Contracting Officer may issue a task to any one of the Contractors if he or she determines, in his or her sole discretion that the task is valued at no higher than \$3,000 or one of the exceptions in FAR 16.505(b)(2) applies.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

**H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005)
(TAILORED)**

(a) In accordance with FAR 52.245-1, "Government Property", the property listed in individual Task Orders is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include an analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with applicable NNSA/DOE directives and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006) (TAILORED)

The Contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2, Cooperation with the Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE/NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall

terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under the task order, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the task order amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under the task order, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of the task order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

H035 INCORPORATION OF SUBCONTRACTING PLAN (DEC 2005)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in DE-RP52-08NA28021 dated 22 MAY 2008 is incorporated herein by reference or included in Part III, Section J, as Attachment 6 to the contract.

H044 INDEFINITE QUANTITY (MAY 2006)

In accordance with FAR 52.216-22, the maximum dollar amount the Government may order under this contract is \$200,000,000.00; the guaranteed minimum amount is \$100,000.00.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.219-4	Para (c), Number of Months/Years. '5 years and 6 months.' NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is 'TBD'
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-17	RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
52.228-7	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) Para (c), Agency name 'United States Department of Energy' Para (g), Agency name 'United States Department of Energy' Para (g), Agency name 'United States Department of Energy' Para (g), Agency name 'United States Department of Energy'
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)

52.244-2	SUBCONTRACTS (JUN 2007) Para (d), approval required on subcontracts to: 'TBD' Para (j), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-2	SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD' Para (k), the following subcontracts which were evaluated during negotiations: 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
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52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
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B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) Para (b)(1)(i), period of restriction 'five'
952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)
952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (JUN 1996) - ALTERNATE I (JUN 1996)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
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952.242-70	TECHNICAL DIRECTION (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract,

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

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

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	2	05 NOV 2007	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 2	10	05 NOV 2007	STATEMENT OF WORK
ATTACHMENT 3	3	19 NOV 2007	POST-AWARD TASK ORDER COST/PRICE PROPOSAL INSTRUCTIONS
ATTACHMENT 4	5	27 NOV 2007	COST PROPOSAL TABLES
ATTACHMENT 5	1	10 MAR 2008	LIST OF DOE APPLICABLE DIRECTIVES
ATTACHMENT 6	24	22 MAY 2008	SUBCONTRACTING PLAN

**STATEMENT OF WORK
FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION**

**PREPARATION AND REVIEW OF ENVIRONMENTAL IMPACT STATEMENTS,
ENVIRONMENTAL ASSESSMENTS, ENVIRONMENTAL REPORTS, AND OTHER
ENVIRONMENTAL DOCUMENTATION**

dated November 5, 2007

1.0 INTRODUCTION

During the next five years, the U.S. Department of Energy's (DOE) Program and Field Offices nationwide, including the National Nuclear Security Agency (NNSA) and the Federal Energy Regulatory Commission (FERC) and their offices, will require Contractor support services for the preparation of environmental impact statements (EISs), environmental assessments (EAs) and related documents under the National Environmental Policy Act (NEPA); environmental reports (ERs) and other documentation required by the Nuclear Regulatory Commission (NRC) in its review of license applications; and, documentation required by other State and Federal regulators. Contractor support services will be required also for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); preparing supplement analyses, compiling environmental information to support the NEPA process or other regulatory processes, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. DOE's NEPA documents often address highly controversial issues. An EIS or EA may be subject to rigorous review by experts in scientific and legal fields, federal, state, local and tribal agencies, non-governmental organizations, the general public, and the courts.

This Scope of Work describes in a general way the range of services that are anticipated over the duration of this contract. A more specific description of individual tasks under this contract will be provided in each Task Order issued by an Ordering Contracting Officer. DOE intends to have the designated NEPA Document Manager also serve as the Ordering Contracting Officer's Representative; however, this may not be the case for all Task Orders.

2.0 BACKGROUND

- 2.1 NEPA is our basic national charter for the protection of the environment. It establishes policy, sets goals, and specifies the process for carrying out the policy. In part, NEPA states that all federal agencies shall "utilize a systematic, interdisciplinary approach which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." NEPA, at Section 102(2)(C), requires federal agencies to include in every recommendation or report on proposals for legislation and other major federal actions significantly affecting the quality of the human environment, a detailed statement known as an EIS on: "(i) The environmental impact of the proposed action, (ii) Any adverse environmental effects which cannot be avoided should the proposal be implemented, (iii) Alternatives to the proposed action, (iv) The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and (v) Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented."

- 2.2 The Council on Environmental Quality's (CEQ's) NEPA implementing regulations, at 40 CFR Parts 1500-1508, are binding on all federal agencies, and establish the minimum requirements that assure NEPA compliance. These CEQ regulations establish a multistage process that describes how the agency is to analyze and describe to the public and the decision maker any significant environmental impacts that could result from carrying out a proposed action.
- 2.3 Most federal agencies, including DOE, have adopted additional binding agency-specific NEPA regulations that describe in greater detail how the agency will implement the requirements in the CEQ regulations. DOE's implementing regulations are published at 10 CFR Part 1021. FERC has separate NEPA regulations published at 18 CFR Part 380.
- 2.4 The CEQ regulations at 40 CFR Section 1502.10 provide a recommended format for an EIS: (a) cover sheet, (b) summary, (c) table of contents, (d) purpose of and need for action, (e) alternatives, including the proposed action (sections 102(2)(C)(iii) and 102(2)(E) of NEPA), (f) affected environment, (g) environmental consequences (especially sections 102(2)(C) (i), (ii) (iv), and (v) of NEPA), (h) list of preparers, (i) list of agencies, organizations, and persons to whom copies of the EIS are sent, (j) index, (k) appendices (if any).
- 2.5 The CEQ regulations at 40 CFR Section 1508.9 describe the required content of an EA to include: (a) a brief discussion of the need for the proposal, (b) alternatives considered, as required by section 102(2)(E) of NEPA (which states that agencies shall study, develop and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources), (c) an analysis of the possible environmental impacts of the proposed action and alternatives, (d) a listing of agencies and persons consulted.
- 2.6 The sections of an EIS or EA that describe the "purpose and need for agency action," "alternatives including the proposed action," and other policy issues will be written by DOE and provided to the Contractor. All other portions of an EIS or EA, if prepared by a Contractor, are subject to independent review and verification of data and analyses by DOE. DOE will write all decision documents. DOE may request the Contractor to review those documents for technical accuracy.
- 2.7 DOE's NEPA regulations at 10 CFR Part 1021 include appendices that list classes of actions that are normally categorically excluded, that is, actions that normally do not require an EIS or EA, actions that normally require an EA, and actions that normally require an EIS. DOE will determine the appropriate level of NEPA review for each proposed action, but Contractor support may be needed to compile information to aid DOE in making such determinations.
- 2.8 The depth, subject matter, and timing of analyses necessary for the Contractor to prepare a DOE EIS or EA vary widely. Proposed actions, alternatives, and issues to be addressed in DOE's NEPA documents are often highly complex, and the subject areas may be technologically and scientifically precedent-setting, with little or no established protocol upon which to base an analysis. The proposed actions and range of alternatives to the proposed actions that may need to be analyzed are often unpredictable and may change during document preparation as the result of further consideration, public comment, or external developments.
- 2.9 Examples of actions that DOE has considered in its NEPA documents include but are not limited to: nuclear stockpile management; spent nuclear fuel management; receipt and storage of foreign reactor fuel; tritium production; management, storage, treatment, transportation, and disposal of radioactive and hazardous materials and waste; decommissioning, decontaminating, demolition, and disposal of nuclear reactors and spent

construction, operation, shutdown, and decommissioning of accelerator and synchrotron facilities, laboratory facilities, power transmission lines, hydropower projects, strategic petroleum reserves, and clean coal projects; fisheries management; wetlands replacement and mitigation; power marketing actions; and other complex topics.

- 2.10 Scheduling the analyses and NEPA document preparation is often challenging. For example, several EISs and EAs may be in preparation at a DOE Office at one time, and the subjects may be widely diverse within and among Offices. Different proposed actions may have interrelated impacts that involve more than one site. That is, the analysis in a NEPA document at one site could be affected by the analysis in a NEPA document being prepared at another DOE site, or by another DOE Program. There may also be periods at one or several DOE Offices when no NEPA documents are being prepared. Schedules must also recognize the NEPA requirements incorporated in DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. For these reasons, this Scope of Work does not specifically describe the depth, breadth, and schedule for all anticipated NEPA documents to be prepared during the next five years.
- 2.11 EIS and EA preparation requires an interdisciplinary approach that integrates use of the natural, physical, and social sciences and the environmental design arts. The preparers' disciplines must be appropriate to the identified scope and issues. For DOE proposed actions, the expertise needed in a NEPA document preparation team typically includes but is not limited to: waste treatment, management, and disposal; nuclear physics; radiation safety; health physics; various fields of engineering; surface and groundwater hydrology and water quality; geology and seismicity; air quality and meteorology; greenhouse gases and climate change; radioactive and chemical contaminant transport; traffic and transportation safety; terrestrial and aquatic ecology; radioecology; land use management; endangered species biology; fisheries; soil science; wetland management; water resource planning; paleontology; archaeology and cultural resources; utility and infrastructure design; occupational and public health and safety; noise; socioeconomics; visual resources; recreation; landscape architecture; environmental justice; and modeling, statistical analysis, and risk assessment under hypothetical routine operation, intentional destructive acts (such as sabotage and terrorism), and accident scenarios. The document team also requires preparers who are skilled in technical writing, graphics production, and technical and editorial quality control.
- 2.12 DOE must compile environmental information and conduct various types of environmental analyses and activities, sometimes in association with preparing a NEPA document and sometimes as a stand-alone evaluation required by an Executive Order, environmental statute, or its implementing regulations. For example, under the National Historic Preservation Act, these analyses and activities may include identifying historic and cultural resources, assessing impacts, consulting with a State or Tribal Historic Preservation Officer, and resolving adverse impacts by mitigation. Under the Endangered Species Act, analyses and activities may include preparing a biological assessment or evaluation, assessing impacts and ecological risk, consulting with the U.S. Fish and Wildlife Service or National Marine Fisheries Service, and developing a management plan for threatened or endangered species. DOE must incorporate NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA. DOE must also assess impacts associated with proposed actions on floodplains and wetlands, evaluate environmental information used in NEPA documents, and, as needed, evaluate the adequacy of an existing EIS (in a supplement analysis) or an existing EA.

3.0 SCOPE

The objective of this contract is to procure support services for the preparation of EISs, EAs and related documents under the NEPA process; ERs and, other documentation required by

the NRC in its review of license applications; and, documentation required by other state and Federal regulators.

The objective also includes procuring support services for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA; preparing supplement analyses, compiling environmental information to support the NEPA process, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. Henceforth in this statement of work, these environmental activities and analyses are referred to as "other environmental tasks."

Work will be performed for DOE, NNSA, and FERC Program and Field Offices nationwide based on individual Task Orders issued by Ordering Contracting Officers. The Contractor shall furnish all labor, materials, equipment, facilities, office space, transportation, and incidentals necessary to perform in accordance with this statement of work, the contract, and the individual Task Orders.

4.0 APPLICABLE DOCUMENTS

To help its NEPA practitioners, including Contractors, DOE has prepared *National Environmental Policy Act Compliance Guide*, a three-volume compendium of laws, executive orders, regulations, policies, guidance, and other information. The most recent edition of the *Guide* is available at <http://www.eh.doe.gov/nepa/guidance.html>, and resources issued more recently are available at http://www.eh.doe.gov/nepa/new_guidance.html. The *DOE NEPA Compliance Guide* contains:

Volume 1: General NEPA References

- Part 1. Laws
- Part 2. Executive Orders Concerning Environmental Matters
- Part 3. Council on Environmental Quality (CEQ) Regulations
- Part 4. CEQ Guidance
- Part 5. Policies from Other Federal Agencies

Volume 2: Department of Energy NEPA Regulations and Guidance

- Part 1. Regulations, Orders, and Policy
- Part 2. Guidance on NEPA Document Preparation
- Part 3. Guidance on Site-wide NEPA Reviews
- Part 4. Guidance on Public Participation
- Part 5. Guidance on Other Aspects of the NEPA Process

Volume 3: Related Environmental Review Requirements

This volume provides regulations for environmental review and consultation requirements - concerning Air Quality, Biota, Cultural Resources, and Land use and Special Land and Water Designations - that should to the fullest extent possible be conducted concurrently with and integrated with the NEPA process.

The Contractor shall be familiar with and proficient in the application of laws, regulations, policies, and guidance to the preparation of NEPA documents. The NEPA Document Manager for each Task Order will advise the Contractor of requirements and guidance of particular relevance to the task.

- 5.3 The Contractor shall use commonly available word processing software, such as Microsoft Word or WordPerfect, for the preparation of all deliverable documents. Software specifically required by a NEPA Document Manager for preparing an EIS, EA, ER, or other deliverable will be identified in the Task Order. Software used for analyses and modeling may be proprietary but calculations and results obtained from applying such software must be provided to the NEPA Document Manager.
- 5.4 For an EIS, EA, or ER, the Contractor shall prepare a project management plan based on the Task Order description and/or NEPA Document Checklist. For other environmental tasks, the NEPA Document Manager will specify whether a project management plan is required. The project management plan shall be prepared after DOE provides the statement of purpose and need, and will be reviewed and revised by the Contractor as necessary at the two following stages: (a) with the preliminary draft document, and (b) with the preliminary final document. The project management plan shall identify whether and how each task element is addressed in the document. For an EIS or EA, DOE may use the NEPA Document Checklist to verify whether all elements of the Task Order are identified and appropriately addressed.
- 5.5 The Contractor shall implement a formal change control process and prepare a report that identifies the cost of a draft EIS, EA, and ER and each revision submitted to DOE for review so that the incremental costs of changes and corrections may be tracked. Costs for other environmental tasks also will be tracked by formal change control processes and reporting.
- 5.6 If necessary, DOE will provide to the Contractor or assist in obtaining existing information, such as environmental baseline information, pertinent to a task. The Contractor shall provide personnel with interdisciplinary areas of expertise as applicable to the task to independently assess the adequacy and completeness of this information; bring data gaps, omissions, and inconsistencies to the attention of DOE; and, if required, conduct additional data collection and field studies under a data collection plan approved by the NEPA Document Manager. The Task Order, schedule, and budget will be modified by DOE as appropriate. The Contractor shall maximize the use of existing EAs and EISs and their associated administrative records. The Contractor also shall maximize the use of existing programmatic, environmental, and safety documents to prepare each EIS, EA, or ER, or for other environmental tasks.
- 5.7 The Contractor shall coordinate with DOE on acceptable levels of data analysis and on assumptions, analytical methods, and modeling, and submit and obtain the approval of the DOE NEPA Document Manager for a data collection and analysis plan prior to the commencement of work. Prior to commencement of work, the Contractor shall submit to and obtain the approval of the DOE NEPA Document Manager a quality assurance plan that conforms to the requirements of DOE Order 414.1C, *Quality Assurance* (and any revisions to the Order or any guidance issued by the Office of NEPA Policy and Compliance). The plan shall include a tracking system (to validate consistent use of raw data, modeling and other calculations, impact results, and presentations in the EIS summary, chapters, and appendices) and a style guide that establishes uniform NEPA document preparation standards including writing style, format, table and figure presentation, use of numerical units, and referencing. The quality assurance plan shall be applied to every deliverable.
- 5.8 The Contractor shall integrate data and analysis supplied by supporting or cooperating DOE, state, tribe and other federal or Contractor personnel who may be asked by DOE to provide input or information in specialized areas of jurisdiction or expertise.
- 5.9 The Contractor shall identify and analyze the environmental impacts of the proposed action and each of the alternatives in an EIS, EA, or ER. This may include but not necessarily limited to: conducting literature searches; modeling; preparing graphs, maps, charts and tables; calculating; interpreting samples; interviewing experts; and documenting such

research, analyses, or use of professional judgment in the absence of preexisting information.

- 5.10 The Contractor shall prepare a draft and final EIS, EA, or ER, and compile the associated administrative record. The order and categorization of the administrative record documents shall be according to a system specified by DOE. The content of the administrative record shall be specified by the NEPA Document Manager and shall be compiled and maintained by the Contractor in accordance with relevant DOE Orders concerning records management. The Contractor shall keep the administrative record current with the development of each EIS, EA, or ER. The administrative record will include such things as materials which reflect significant changes in thinking on the project, that is, memoranda that raise important issues or criticize the assumptions or approaches or conclusions, all formal published agency notices and documents and comments, original copies of field notes, reference documents, studies, model runs, supporting analyses, photographs, graphics, and maps used in the preparation of the EIS, EA, or ER. The administrative record for an EIS, EA, or ER is the property of DOE. The NEPA Document Manager may direct the Contractor to transfer the administrative record to DOE at any time during the EIS, EA, or ER preparation process and the Contractor shall comply within five days of notification.
- 5.11 The Contractor shall identify and describe mitigation measures and prepare a draft mitigation action plan if needed. During the course of the analysis for an EIS or EA, it may become apparent that mitigation could reduce, avoid, eliminate, or compensate for the environmental impacts of a proposed action or alternative. If the analyses indicate the potential for such mitigation, the Contractor shall identify mitigation measures for DOE to consider incorporating into the proposed action, an alternative, or a mitigation action plan.
- 5.12 In the preparation of an EIS, EA, or ER, or for other environmental tasks, the Contractor may be required to support DOE in interactions with federal, state and local agencies, tribes, interested organizations, and the public. This support may include assisting DOE in consulting with federal or state agencies and organizations such as the U. S. Fish and Wildlife Service, National Park Service, Army Corps of Engineers, Advisory Council on Historic Preservation, and NRC regarding compliance with laws, regulations, licensing and permitting protocols, and other requirements. The support may also include assisting DOE in consulting with state agencies concerning permit requirements and with tribes concerning land use, treaty, or cultural issues.
- 5.13 As requested, the Contractor shall provide support to DOE in developing and implementing a public participation plan for an EIS or EA. This support may include, among other activities, routine and special mailings, preparing presentation materials, establishing and staffing a toll-free telephone line, and other forms of communication.
- 5.14 As requested, the Contractor shall support public scoping meetings, information meetings, and public hearings on an EIS or EA. The NEPA Document Manager will designate the locations of the meetings or hearings and the Contractor shall make arrangements for the facility, date, and time for each meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copying and distribution, audio visual and computer support, moderator, court reporter, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.
- 5.15 Preliminary Draft: The Contractor shall prepare a preliminary draft EIS, EA, or ER for internal DOE review and shall participate in such review as required. The Contractor shall support the compilation, tracking, answering, and resolution of comments on the preliminary draft of an EIS, EA, or ER and make revisions.

- 5.16 Draft: The Contractor shall prepare a draft EIS, EA, or ER that includes corrections, revisions, additions, and deletions based on comments received on the preliminary draft. The Contractor shall identify and track comments and related text changes. The Contractor shall provide copies of a draft EIS and EA, or ER, to the NEPA Document Manager for DOE internal distribution and approval.
- 5.17 Environmental Report for NRC License Application: There is no requirement for submission of the Draft ER to NRC or any other regulatory agency for review. The Draft ER would be revised on the basis of DOE internal comments and finalized as the ER to be submitted with the license application. After NRC's review of the ER as part of the license application, the Contractor shall prepare Supplements to the ER as directed by the NEPA Document Manager. The Contractor shall maintain the capability to generate additional copies of the ER or any supplement(s) to the ER for subsequent distribution to parties and Boards in the NRC proceeding; Federal, State, and local officials; and any affected Indian tribes, as directed by the NEPA Document Manager.
- 5.18 Draft EIS or EA (printed): The Contractor shall prepare an electronic file of a draft EIS or EA suitable for printing by the Government Printing Office, and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.19 Draft EIS or EA (copies): The Contractor shall make copies of a draft EIS or EA in the number determined by the NEPA Document Manager. The estimated number of copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.20 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a draft EIS or EA by packaging and mailing the document as directed.
- 5.21 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the FR a listing of all EISs filed the previous week.
- 5.22 The Contractor, as requested, shall assist in the process for filing a draft EIS with the Environmental Protection Agency.
- 5.23 The Contractor shall categorize, collate, and assist DOE in analyzing comments received on a draft EIS or EA. The Contractor shall assist in the preparation of responses to all comments for incorporation into the final EIS or EA and shall identify and prepare necessary revisions, or conduct further analyses based on those comments.
- 5.24 Preliminary final: The Contractor shall prepare a preliminary final of an EIS or EA that incorporates any additional technical data received after publication of the draft, and any revisions resulting from comment on the draft, and distribute copies for internal DOE review.
- 5.25 Final: The Contractor shall prepare copies of a final EIS or EA that include corrections, revisions, additions, and deletions based on comments received on the preliminary final. The Contractor shall identify and track comments and related text changes. The Contractor shall provide printed copies and/or compact discs of a final EIS or EA to the NEPA Document Manager for internal DOE distribution and approval.

- 5.26 Final (printed): The Contractor shall prepare an electronic file of a final EIS or EA suitable for printing by the Government Printing Office and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.27 Final (copies): The Contractor shall make copies of a final EIS or EA in the number specified by the NEPA Document Manager. The estimated number of copies needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.28 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a final EIS or EA by packaging and mailing the document as directed.
- 5.29 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the Federal Register a listing of all EISs filed the previous week.
- 5.30 The Contractor, as requested, shall assist in the process for filing a final EIS with the Environmental Protection Agency.
- 5.31 The Contractor shall provide data collection and analysis/evaluation for other environmental tasks. The Contractor shall provide supporting documentation in draft, respond to comments, prepare finals as required, and support DOE in compliance with applicable requirements.

6.0 DELIVERABLES

The type, number, and schedule of deliverables will be specified and shall be provided in accordance with an individual Task Order, which may require the Contractor to provide one or more of the following deliverables. Unless otherwise specified in the Task Order, deliverables shall be provided to the NEPA Document Manager for review/approval. An individual Task Order may specify that the Contractor shall:

- 6.1 Provide and obtain the approval of the DOE NEPA Document Manager for a project management plan (as described in section 5.4), a data collection and analysis plan (as described in section 5.4), and a quality assurance plan (as described in section 5.7) prior to the commencement of work, and revise these as directed.
- 6.2 Provide monthly progress and management reports showing both dollars and labor hours for each draft and each revision of an EIS, EA, ER, or other environmental task, as well as percent of total funds spent toward Task Order deliverables.
- 6.3 Provide and distribute copies of a preliminary draft EIS, EA, ER, or other environmental task, and copies of all cited references.
- 6.4 Design, prepare and provide a draft report of proposed mitigation measures or a draft mitigation action plan.
- 6.5 For a draft EIS, EA, ER, or other environmental task approved by the NEPA Document Manager, provide an electronic file copy suitable for printing, and procure printing for the number of copies specified or make the number of copies specified.

Statutes

- National Environmental Policy Act of 1969, as Amended
- Endangered Species Act of 1973, as Amended
- National Historic Preservation Act, as Amended
- Clean Air Act, as Amended
- Resource Conservation and Recovery Act, as Amended

Regulations

- Council on Environmental Quality Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (40 CFR § 1500-1508)
- U.S. Department of Energy National Environmental Policy Act Implementing Procedures (10 CFR § 1021)
- U.S. Department of Energy Compliance with Floodplain/Wetlands Environmental Review Requirements (10 CFR § 1022)
- Federal Energy Regulatory Commission Regulations Implementing the National Environmental Policy Act (18 CFR § 380.1 to 380.11)
- Interagency Cooperation, Endangered Species Act of 1973, as Amended (50 CFR Part 402)
- Protection of Historic Properties (36 CFR Part 800)
- General Conformity Regulations (40 CFR Part 93, Subpart B)
- Regulations implementing the Resource Conservation and Recovery Act, as Amended (40 CFR Part 260)

Executive Orders

- EO 11988: Floodplain Management
- EO 11990: Protection of Wetlands
- EO 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

DOE Orders

- DOE O 450.1B, National Environmental Policy Act Compliance Program

Guidance

- Council on Environmental Quality "Forty Most Asked Questions" (46 Fed. Reg. 18026, March 23, 1981) and supplemental guidance (48 Fed. Reg. 18026, July 23, 1983)
- U.S. Department of Energy, Office of Environment, Safety and Health, NEPA Compliance Guide, Volume II, August 1998
- U.S. Department of Energy, NEPA Web Site at tis-nt.eh.doe.gov/nepa/tools/tools.htm (which includes many of the references listed in this section of the statement of work).
- U.S. Department of Energy, Office of Environment Safety and Health, Recommendations for the Preparation of Environmental Assessments and Environmental Impact Statements, May 1993

Standards and Guidance

- U.S. Department of Energy, Office of Environment, Safety and Health, Electronic Publishing Standards and Guidelines
- U.S. Department of Energy, Office of Environment, Safety and Health, Crosscut Guidance for Environmental Requirements for DOE Real Property Transfers, DOE EH/413/8712
(<http://homer.ornl.gov/oepa/guidance/listsubdocs.cfm?ID=150&home=homer>)

4. WORK AREAS

4.1 Project Management Plan/Quality Assurance Plan

The Contractor shall prepare a project management plan based on the Task Order statement of work and relevant DOE NEPA requirements and guidance and submit it to the NEPA Document Manager prior to the start of work. The project management plan shall be evaluated by DOE and revisions incorporated. It may be reviewed and revised by the Contractor and re-evaluated by DOE as needed.

The project management plan shall identify how each of the task elements will be addressed. It shall include (1) a description of methods proposed to plan, manage, control, and report on task elements; (2) a project organization chart with a description of the roles and responsibilities of key individuals and groups; (3) a staffing plan for cost-effective utilization of staff resources and a process proposed for maintaining communication and control regardless of project staff location; (4) a proposed work breakdown structure for planning, managing, and reporting purposes; (5) a master schedule for completion of the EIS; and (6) a proven approach for managing project risk derived from cost, schedule, technical, public, or regulatory unknowns.

The contractor shall prepare a quality assurance plan for preparing the EIS. This plan shall encompass, but is not limited to, quality assurance to be used to validate raw data, modeling and other calculations, impact results, and presentation in the EIS. The quality assurance plan shall include a document change tracking system. The quality assurance plan shall include a document style guide that addresses writing style, format, table and figure presentation, use of numerical units, and referencing.

Deliverables	Due Dates
Project Management Plan (draft)	2 weeks after contract award
Project Management Plan (revised)	4 weeks after contract award
QA Plan	2 weeks after contract award

4.2 Pre-Scoping Activities

The Contractor shall provide support to DOE in developing and implementing a public participation plan for the EIS. This support may include a process for developing the EIS distribution list, routine and special mailings, preparing presentation materials, establishing a web-site, establishing and staffing a toll-free telephone line, and other forms of communication.

The Contractor will perform pre-scoping activities in accordance with the Public Participation Plan, such as:

- Identifying potentially interested parties and maintaining a stakeholder database.
- Develop key messages and questions and answers for use in preparing for the scoping meetings.
- Providing draft press materials and logistical support for press releases/conference(s) in support of the EIS scoping activities.

The Contractor shall establish and maintain an electronically-based Administrative Record (AR) file with search capabilities and keep it current with the development of the EIS. However, Records placed in the AR may be either or both hard copy and electronic (based on potential need for compliance with copy write laws, etc.). Custodial transfer of the AR may occur at any time during the document preparation process. Contractor AR files must be maintained in the Washington, D.C. or Germantown, Maryland area.

Deliverables	Due Dates
Arrangements and info materials for scoping meetings.	2-5 weeks after award
Public Participation Plan	2-5 weeks after award
Administrative Record System established	4 weeks after award.

4.3 Public Involvement Support for the Scoping and Public Meetings

The Contractor will provide logistical and coordination support to DOE in meeting its requirements to hold public scoping meetings and public hearings on the draft EIS and associated objectives. The schedule assumes a 30-day scoping period and 45-day public comment period on the draft. The Contractor will:

- Recommend suitable scoping meeting and public hearing locations, facilities, and times. The Contractor should assume (For Reference Purposes Only) that six scoping meetings and six public meetings will be held at the following locations: Albuquerque, New Mexico; Atlanta, Georgia; Idaho Falls, Idaho; Washington, D.C.; Louisville, Kentucky; Harrisburg, Pennsylvania. Actual number and locations of scoping meetings and public hearings to be determined.

- Provide staffing to monitor, collect, and document the messages, queries, and comments generated from a variety of sources during the EIS public involvement processes to include a temporary 800 telephone number (with an answering machine), mail, fax, and electronic mail. The Contractor will develop methods to screen the collected information to properly identify requisite actions (e.g. EIS information for immediate action by DOE personnel, or non-EIS related information to be immediately relayed to the appropriate DOE office). The Contractor will, in a timely manner, compile the information, questions, and comments received from the public, determine the cost and schedule impact and recommend how the comments and questions should be addressed in the EIS.
- Utilize an internet-based public comment system that will allow for processing and tracking public comments during the scoping and public comment periods. The supporting data base structure and web page format will be configured to meet DOE objectives.
- The Contractor shall make arrangements for the facility, date, and time for each meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copying and distribution, audio visual and computer support, moderator, court reporter, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.

Deliverables	Due Dates
Support to Scoping Meetings	4-8 weeks post award
Support to Public Meetings	25 – 28 weeks post award

4.4 Draft EIS for Long-Term Management and Storage of Elemental Mercury

The Contractor will provide a Draft EIS as follows:

- Prepare a Preliminary Draft EIS for internal DOE review, and participate in such review as required. The Contractor shall maximize the use of existing environmental assessments and EISs. The Contractor shall support the compilation, tracking, answering, and resolution of comments and make revisions.
- The Contractor will be required to coordinate with the personnel at sites under consideration for the long-term storage of Mercury under the EIS to obtain current and necessary environmental data for those sites. The Contractor will use existing data to the maximum extent possible.
- The Contractor shall coordinate with the NEPA Document Manager on acceptable levels of data analysis and on assumptions, analytical methods, and models. Documentation, rationale, and/or references shall be furnished for all analytical assumptions. Calculation packages shall be furnished with all technical analysis.

- In support of this EIS, DOE also requires assistance in developing accurate estimates of mercury that can be expected to be brought to DOE for storage in the mercury storage facility or facilities.
- Prepare a Revised Draft EIS that includes corrections, revisions, additions, and deletions based on DOE's comments received on the preliminary draft. The Contractor shall identify and track comments and related text changes. The Contractor shall provide hard copies of the Draft EIS to the NEPA Document Manager for DOE internal distribution and approval. Electronic copies of all documents will also be provided to the NEPA Document Manager.
- Prepare a camera-ready copy and/or electronic file of the DOE-approved Draft EIS suitable for printing by the Government Printing Office, and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)].
- Provide printed copies of the Draft EIS in the number determined by the NEPA Document Manager. The Contractor will prepare copies of the Draft EIS (number to be determined by the Document Manager) on Compact Disc.
- Assist in the preparation of news releases and distribution letters and support the distribution of the Draft EIS by packaging and mailing to appropriate state and federal agencies, elected officials and other interested parties.
- Categorize, collate, and assist DOE in analyzing comments received on the draft EIS during the public comment period. The Contractor shall assist in the preparation of draft responses to all comments for incorporation into the Final EIS and shall identify and prepare necessary revisions, or conduct further analyses based on those comments.

Deliverables	Due Dates
Preliminary Draft DEIS for DOE Review	10 weeks post award
Revised Preliminary Draft DEIS for Review	13 weeks post award
Concurrence version of the DEIS	17 – 18 weeks post award

4.5 Final EIS for Long-Term Management and Storage of Elemental Mercury

The Contractor will provide a Final EIS including Comment Response Document as follows:

- Prepare a Preliminary Final of the EIS for internal DOE review that incorporates any additional technical data received after publication of the draft, and any revisions resulting from comments on the draft. The Contractor shall support the compilation, tracking, answering, and resolution of comments on the Preliminary Final of the EIS and make revisions. This includes preparation of a Comment Response Document to be included in the EIS.

- Prepare a Revised Final EIS that includes corrections, revisions, additions, and deletions based on comments received on the preliminary final. The Contractor shall identify and track comments and related text changes. The Contractor shall provide hard copies of the Revised Final EIS to the NEPA Document Manager for DOE internal distribution and approval. Electronic copies of all documents will also be provided to the NEPA Document Manager.
- Prepare a camera-ready copy and/or electronic file of the Final EIS suitable for printing by the Government Printing Office, and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)].
- Make copies of the Final EIS in the number determined by the NEPA Document Manager. Contractor will prepare copies of the Final EIS (number to be determined by the Document Manager) on Compact Disc.
- DOE will prepare the ROD, needing contractor support for distribution only.
- Assist in the preparation of news releases and distribution letters and support the distribution of the Final EIS by packaging and mailing to appropriate state and federal agencies, elected officials and other interested parties.
- The Contractor shall transfer custody of the Administrative Record files to a place designated by the NEPA Document Manager.

Deliverables	Due Dates
Preliminary Comment Response Document	25 - 34 weeks post award
Preliminary draft FEIS for DOE review, including Comment Response Document	34 - 38 weeks post award
Revised Preliminary Draft FEIS for HQ review	38 - 41 weeks post award
Concurrence version of the FEIS	40 - 42 weeks post award
Printing and distribution of the FEIS	44 - 47 weeks post award
Administrative Record	50 weeks post award

**Performance Work Statement (PWS)
Global Threat Reduction Initiative (GTRI)
National Environmental Policy Act (NEPA) Supplement Analysis
U.S. Recovery and Disposition of Radioactive Sealed Sources Abroad**

1.0 INTRODUCTION/BACKGROUND.

The mission of the U.S. Department of Energy (DOE), National Nuclear Security Administration's (NNSA), GTRI is to reduce nuclear and radiological threats worldwide by removing or disposing usable excess nuclear and radiological materials. While GTRI has several established programs that remove and dispose most of these materials, there are still numerous foreign facilities storing disused radioactive sealed sources for which there is no identified disposition path. GTRI is currently mandated to recover disused radioactive sealed sources within the U.S. for disposition. The purpose of these recoveries is to prevent the materials from being used maliciously, such as by terrorists in a radiological dispersal device or RDD. To date, over 24,000 sources have been recovered domestically. In addition, GTRI is also recovering sources internationally – that is, sealed sources that are similar in form, activity and design to those recovered by GTRI within the U.S. GTRI has already recovered over 1,000 sources from international sites, with several more recoveries underway. Most GTRI sealed source recoveries from abroad have been handled through bilateral cooperation, though a few are occurring under a multilateral and inter-agency framework.

In this particular case, the GTRI, the U.S. Department of State, and the International Atomic Energy Agency (IAEA) have established a Latin American Regional Partnership to identify, condition, and repatriate disused and unwanted radioactive sealed sources. This activity is funded by the Department of State with GTRI providing contributions in-kind. GTRI is coordinating project implementation with the IAEA Division of Nuclear Fuel Cycle and Waste Technology and the IAEA Office of Nuclear Security. The scope of the Latin American Regional Partnership is intended to address radioactive sources in five countries: Argentina, Brazil, Colombia, Uruguay, and Venezuela. Recoveries have already occurred in Brazil and the IAEA is now focused upon the repatriation of 14 disused sealed sources located in Uruguay. The 14 sources will be packaged under an IAEA contract in May 2010 and shipped to a commercial facility in the U.S. to await final disposition.

For all of GTRI's previous sealed source recoveries, a Categorical Exclusion, under the U.S. National Environmental Policy Act (NEPA), was sufficient, since these sources did not exceed the Categorical Exclusion threshold of 50 Curies (Ci) per source. However, each of the 14 sources to be recovered during the upcoming IAEA-contracted recovery mission in Uruguay exceed the 50 Ci limit and, therefore, are not covered by Categorical Exclusions.

The purpose of this task is to prepare a NEPA Supplement Analysis (SA) that will append the existing Los Alamos National Laboratory Site Wide Environmental Impact Study (SWEIS). A NEPA SA is needed to allow the importation of the sources into the U.S., as well as to cover subsequent, albeit temporary, storage at a commercial facility located in Texas that is contracted to Los Alamos National Laboratory to consolidate sealed source shipments (on behalf of GTRI). Finally, the NEPA SA will also be needed to cover all transportation to and from relevant

potential human health impacts from normal operations, accidents, and intentional destructive acts including pre-existing models and analysis developed for GTRI's Gap Material Environmental Assessment and SA.

- 3.1.3 The Contractor shall assess the adequacy and completeness of the information, bringing data gaps, omissions, and inconsistencies to the attention of the NEPA Document Manager and, if required, conduct additional data collection and field studies. The Contractor shall maximize the use of existing SAs, EAs, and EISs and associated documentation, including the use of existing DOE programmatic, environmental, and safety documents, to prepare the necessary documentation. The use of past NEPA analyses that were done for international transportation for similar projects is strongly encouraged.
- 3.1.6 The Contractor shall integrate data and analyses supplied by state, and other federal or Contractor personnel supporting or cooperating with DOE, who may be asked by DOE NNSA to provide input or information in specialized areas of jurisdiction or expertise.
- 3.1.7 During the course of the analyses, it may become apparent that mitigation measures could reduce, avoid, eliminate, or compensate for the environmental impacts of a proposed action or alternative. If the analyses indicate the potential for such mitigation, the Contractor shall identify and describe the mitigation action to be considered, and incorporate it into the proposed action, alternative, or Mitigation Action Plan.
- 3.1.8 In the preparation of the documentation, the Contractor shall support, upon request, DOE/ NNSA in interactions with federal, state and local agencies, environmental organizations, and the interested public. This support may include assisting in consultation with appropriate agencies regarding compliance with laws, regulations, and permitting protocols and requirements.

3.2 Data Collection and Records Management

- 3.2.1 The Contractor shall review and maximize the use of data existing in SAs, EAs, EISs and associated documentation, including the use of existing DOE programmatic, environmental, and safety documents, to prepare the necessary documentation. The use of past NEPA analyses that were done for international transportation for similar projects is strongly encouraged. The Contractor shall summarize these data and develop assumptions and basis for the analyses to be presented in the SA.

3.3 Project Management.

The Contractor shall submit a summary report in contractor format and in

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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NEPA, FFP, BASIC PERIOD

0001

Noun: NEPA FFP, BASIC PERIOD
Contract type: J - FIRM FIXED PRICE
Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

NEPA, CPIF, BASIC PERIOD

0002

Noun: NEPA, CPIF, BASIC PERIOD
Contract type: V - COST PLUS INCENTIVE FEE
Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

NEPA, CPFF, BASIC PERIOD

0003

Noun: NEPA, CPFF, BASIC PERIOD
Contract type: U - COST PLUS FIXED FEE
Descriptive Data:

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled " STATEMENT OF WORK FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION" at Attachment J-2.

BASIC PERIOD OF PERFORMANCE - effective date of this contract thru December 15, 2010.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B000 CLAUSES AND PROVISIONS (JAN 2008)

Clauses and provisions in this solicitation are in numerical order but may not be numbered sequentially.

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).
- (b) The fixed fee for this task order, as contemplated by FAR Clause 52.216-8, "Fixed Fee," is TBD (insert fixed fee). The fixed fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD (insert total amount).
- (d) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this task order is TBD (insert amount of Incremental Funding). It is estimated that this amount is sufficient to cover performance through TBD (insert performance period).

B005 ESTIMATED COST AND FIXED-FEE - FULLY FUNDED (FEB 2005) (TAILORED)

- (a) The total estimated cost of this task order is TBD.
- (b) The fixed fee for this task order, as contemplated by FAR Clause 52.216-8, "Fixed Fee," is TBD. The fixed fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD.
- (d) Performance of this task order is subject to the limitations set forth in FAR Clause 52.232-20, "Limitation of Cost."

B021 ESTIMATED COST AND INCENTIVE-FEE - INCREMENTALLY FUNDED (NOV 2007)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).
- (b) The target incentive fee for this task order, as contemplated by FAR Clause 52.216-10, "Incentive Fee," is TBD, the target cost is TBD, the minimum fee is TBD, the maximum fee is TBD, and the fee adjustment formula is TBD. The incentive fee shall be paid pursuant to the terms of this FAR clause.
- (c) The total estimated amount of this task order is TBD (insert total amount).
- (d) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this task order is TBD (insert amount of Incremental Funding). It is estimated that this amount is sufficient to cover performance through TBD (insert performance period).

B022 ESTIMATED COST AND INCENTIVE-FEE - FULLY FUNDED (NOV 2007)

- (a) The total estimated cost of this task order is TBD (insert total estimated cost).

(b) The target incentive fee for this task order, as contemplated by FAR Clause 52.216-10, "Incentive Fee," is TBD, the target cost is TBD, the minimum fee is TBD, the maximum fee is TBD, and the fee adjustment formula is TBD . The incentive fee shall be paid pursuant to the terms of this FAR clause.

(c) The total estimated amount of this task order is TBD (insert total amount).

(d) Performance of this task order is subject to the limitations set forth in FAR Clause 52.232-20, "Limitation of Cost."

B062 TASK ORDER TYPES (JAN 2008)

Task orders issued under this contract will be Firm Fixed Price, Cost Plus Fixed Fee, or Cost Plus Incentive Fee. The total contract value, including Firm Fixed Price, Cost Plus Fixed Fee and Cost Plus Incentive Fee task orders, for this contract is not to exceed \$200,000,000. Each task order shall identify the accounting and appropriation data associated with the funding allocated to each task order as well as such data associated with incremental funding pursuant to FAR Clause 52.232-22 "Limitation of Funds."

The Contracting Officer shall periodically provide to the contractor an accounting of all task orders issued under this contract. The accounting shall reflect the cumulative amount of task orders issued against the Contract value.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Ordering Contracting Officer's Representative, or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Ordering Contracting Officer, his/her representative, or other duly-authorized Government representative identified by the Ordering Contracting Officer.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The ordering period for this contract is as specified in FAR clause 52.216-18, Ordering. The period of performance for task orders issued under this contract will be identified in each task order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract and task order number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Ordering Contracting Officer's Representative or other duly authorized Government representative with an information copy of the correspondence to the Ordering Contracting Officer. The point of contact for technical correspondence is:

Government Program Manager, Ordering Contracting Officer's Representative or other authorized Government representative as indicated on individual task orders.

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Ordering Contracting Officer with information copies of the correspondence to the Ordering Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Ordering Contracting Officer as the focal point of contact. The Ordering Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Ordering Contracting Officer will be identified on individual task order.

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Ordering Contracting Officer with information copies to the Ordering Contracting Officer's Representative and the Patent Counsel as follows:

Patent counsel to be identified on individual task order as necessary.

(d) The Ordering Contracting Officer will be identified for individual task orders.

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered;
- (8) cumulative amount invoiced to date; and
- (9) detailed cost element breakdown.

(d) If you are unable to submit invoices electronically, contact the Ordering Contracting Officer identified in each individual task order.

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under Fixed Price CLINs under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the Approving Official.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H002 MODIFICATION AUTHORITY (OCT 2007)

(a) Notwithstanding any of the other provisions of this contract, the Contracting Officer, except as in (b) below, shall be the only individual authorized to:

- (1) Accept nonconforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any terms or conditions of this contract.

(b) The Ordering Contracting Officer shall be the only individual authorized to modify any terms or conditions of the contract only as they apply to a specific task order, waive any requirement of the contract only as it applies to a specific task order, and accept nonconforming work for that specific task order only.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on December 7 2008, 1 PM Mountain Time, and are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "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 Maryland under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 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 \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving Contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)

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

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(f) The Contractor agrees that issuance of a task order in accordance with any of these procedures is deemed to have provided the Contractor a "fair opportunity to be considered" as the phrase is used in Section 303 J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(g) Issuance of Task Orders based entirely or substantially on cost or price.

(1) For cost reimbursement task orders:

(i) When the issuance of a task order is to be based entirely on cost, the Ordering Contracting Officer will provide each contractor information relating to the prospective task, specifying that the award will be based entirely on cost. The Contractor will provide a task proposal in accordance with Attachment J-3. The Government will perform an analysis of the cost proposal to assure the price is fair and reasonable. The Ordering Contracting Officer will exercise his best judgment in determining whether elements of cost reasonably reflect the nature of the prospective task. To the extent necessary to assure an accurate evaluation of task proposals, the Ordering Contracting Officer will adjust the proposals, as deemed appropriate.

(ii) The Ordering Contracting Officer may choose to base award substantially on cost. In this case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in the selection of the recipient of the task.

(2) For Fixed-Price Task Orders:

(i) When the issuance of a task order is to be based entirely on price, the Ordering Contracting Officer will provide each contractor information relating to the prospective task, specifying that the award will be based entirely or substantially on price. The Contractor will provide a proposal on a firm fixed price basis.

(ii) The Ordering Contracting Officer may choose to base award substantially on price. In that case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

(h) Issuance of Task Orders Based Substantially on Performance of Previous Task Orders. The Ordering Contracting Officer may choose to base issuance of a task substantially on performance of previous tasks. In that case, the Ordering Contracting Officer will issue a request for task proposals which specifies price and any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

(i) Issuance of Task Orders Based upon Other Criteria. In issuing tasks under this procedure, the Ordering Contracting Officer may base the issuance on any other factors which he or she deems appropriate in the exercise of sound business judgment. Such factors may include, but are not limited to, selection based upon highest technical rating of proposals for performance of a prospective task. If the selection factor or factors involve the receipt of task proposals from the Contractors, the factor or factors to be used in selecting the recipient of the task, and their relative importance, will be specified in the request for a task proposal by the Ordering Contracting Officer.

(j) Task and Delivery Order Ombudsman. The head of the agency will designate a task-order ombudsman pursuant to FAR 16.5. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the Ordering Contracting Officer. Issues which cannot be resolved by the Ordering Contracting Officer may be referred to the Task Order Ombudsman.

(k) Task Orders, Administrative Information

(1) Ordering officials as anticipated in FAR 52.216-18, "Ordering", are: (1) all DOE Contracting Officers, and (2) DOE Management and Operating contractor purchasing officials who have been designated and approved by the Contracting Officer.

(2) The Ordering Contracting Officer is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating Contractor performance for all task orders issued. Task order numbers will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as AL01). All task orders will include a reference to the basic contract.

(3) The Ordering Contracting Officer will provide a copy of issued task orders and task order modifications to the Contracting Officer. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the Contracting Officer. The Contracting Officer will provide copies of the contract and contract modifications to Ordering Contracting Officers. The Contracting Officer will also provide, upon request, past performance information to the Ordering Contracting Officer.

(l) Preference for Small Businesses - Task orders with an estimated value of less than or equal to \$1,000,000 will be reserved for performance by those contractors who are Small Businesses at time of the award of the master contracts, unless the Ordering Contracting Officer determines that no acceptable task proposal is received from any Small Business contractor or if the task order is valued at no higher than \$3,000 or if one of the exceptions in FAR 16.505(b)(2) "Exceptions to the fair opportunity process" applies.

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005) (TAILORED)

(a) During contract performance, the Government will furnish the Contractor office space on an as-required basis. Additional office space may be provided by the Government as the project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR clause 52.245-1, "Government Property", the property listed in individual Task Orders is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

**H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005)
(TAILORED)**

(a) In accordance with FAR 52.245-1, "Government Property", the property listed in individual Task Orders is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include an analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with applicable NNSA/DOE directives and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006) (TAILORED)

The Contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2, Cooperation with the Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE/NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall

include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

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

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

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

(f) The DOE IG hotline telephone number is 202-586-4073.

H025 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (FEB 2005) (TAILORED)

In the performance of this contract, the contractor is responsible for complying with the Section J-5 Attachment entitled "List of DOE Applicable Directives" and other directives/laws listed elsewhere in the contract.

H032 LIMITATION OF GOVERNMENT'S OBLIGATION (FEB 2005) (TAILORED)

NOTE : This clause applies to only fixed price task orders.

(a) For incrementally funded task orders, each task order shall identify the funds presently available for payment and allotted to the task order. It is anticipated that from time to time additional funds will be allotted to the task order until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of the task order pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the task order. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the task order, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the task order for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the task order for a further period, as may be specified in the task order or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer will

terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under the task order, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the task order amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under the task order, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of the task order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

H035 INCORPORATION OF SUBCONTRACTING PLAN (DEC 2005)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in DE-RP52-08NA28021 dated 22 MAY 2008 is incorporated herein by reference or included in Part III, Section J, as Attachment 6 to the contract.

H044 INDEFINITE QUANTITY (MAY 2006)

In accordance with FAR 52.216-22, the maximum dollar amount the Government may order under this contract is \$200,000,000.00; the guaranteed minimum amount is \$100,000.00.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)
52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-8 FIXED FEE (MAR 1997)
52.216-10 INCENTIVE FEE (MAR 1997)
Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: 'TBD'
Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: 'TBD'
Para (e)(1), Percent is 'TBD'
Para (e)(1) Percentage is 'TBD'
52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is 'effective date of this contract'
Para (a), Issued through date is '15 DEC 2010'
52.216-19 ORDER LIMITATIONS (OCT 1995)
Para (a), Insert Dollar amount or quantity. '\$2,500.00'
Para (b)(1), Insert dollar amount or quantity '\$200,000,000.00'
Para (b)(2), Insert dollar amount or quantity. '\$200,000,000.00'
Para (b)(3), Insert number of days. '5'
Para (d), Insert number of days. '5'
52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is 'expiration date of the task order'
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '30 days of'
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
Para (a), Period of time '30 days'
Para (a), 60 or as appropriate '60 days'

52.244-2	SUBCONTRACTS (JUN 2007) Para (d), approval required on subcontracts to: 'TBD' Para (j), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-2	SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD' Para (k), the following subcontracts which were evaluated during negotiations: 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) Para (b)(1)(i), period of restriction 'five'
952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)
952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (JUN 1996) - ALTERNATE I (JUN 1996)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.242-70	TECHNICAL DIRECTION (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

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://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (DEVIATION) (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for

convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	2	05 NOV 2007	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 2	10	05 NOV 2007	STATEMENT OF WORK
ATTACHMENT 3	3	19 NOV 2007	POST-AWARD TASK ORDER COST/PRICE PROPOSAL INSTRUCTIONS
ATTACHMENT 4	5	27 NOV 2007	COST PROPOSAL TABLES
ATTACHMENT 5	1	10 MAR 2008	LIST OF DOE APPLICABLE DIRECTIVES
ATTACHMENT 6	16	10 DEC 2008	SUBCONTRACTING PLAN

**STATEMENT OF WORK
FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION**

**PREPARATION AND REVIEW OF ENVIRONMENTAL IMPACT STATEMENTS,
ENVIRONMENTAL ASSESSMENTS, ENVIRONMENTAL REPORTS, AND OTHER
ENVIRONMENTAL DOCUMENTATION**

dated November 5, 2007

1.0 INTRODUCTION

During the next five years, the U.S. Department of Energy's (DOE) Program and Field Offices nationwide, including the National Nuclear Security Agency (NNSA) and the Federal Energy Regulatory Commission (FERC) and their offices, will require Contractor support services for the preparation of environmental impact statements (EISs), environmental assessments (EAs) and related documents under the National Environmental Policy Act (NEPA); environmental reports (ERs) and other documentation required by the Nuclear Regulatory Commission (NRC) in its review of license applications; and, documentation required by other State and Federal regulators. Contractor support services will be required also for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); preparing supplement analyses, compiling environmental information to support the NEPA process or other regulatory processes, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. DOE's NEPA documents often address highly controversial issues. An EIS or EA may be subject to rigorous review by experts in scientific and legal fields, federal, state, local and tribal agencies, non-governmental organizations, the general public, and the courts.

This Scope of Work describes in a general way the range of services that are anticipated over the duration of this contract. A more specific description of individual tasks under this contract will be provided in each Task Order issued by an Ordering Contracting Officer. DOE intends to have the designated NEPA Document Manager also serve as the Ordering Contracting Officer's Representative; however, this may not be the case for all Task Orders.

2.0 BACKGROUND

- 2.1 NEPA is our basic national charter for the protection of the environment. It establishes policy, sets goals, and specifies the process for carrying out the policy. In part, NEPA states that all federal agencies shall "utilize a systematic, interdisciplinary approach which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." NEPA, at Section 102(2)(C), requires federal agencies to include in every recommendation or report on proposals for legislation and other major federal actions significantly affecting the quality of the human environment, a detailed statement known as an EIS on: "(i) The environmental impact of the proposed action, (ii) Any adverse environmental effects which cannot be avoided should the proposal be implemented, (iii) Alternatives to the proposed action, (iv) The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and (v) Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented."

- 2.2 The Council on Environmental Quality's (CEQ's) NEPA implementing regulations, at 40 CFR Parts 1500-1508, are binding on all federal agencies, and establish the minimum requirements that assure NEPA compliance. These CEQ regulations establish a multistage process that describes how the agency is to analyze and describe to the public and the decision maker any significant environmental impacts that could result from carrying out a proposed action.
- 2.3 Most federal agencies, including DOE, have adopted additional binding agency-specific NEPA regulations that describe in greater detail how the agency will implement the requirements in the CEQ regulations. DOE's implementing regulations are published at 10 CFR Part 1021. FERC has separate NEPA regulations published at 18 CFR Part 380.
- 2.4 The CEQ regulations at 40 CFR Section 1502.10 provide a recommended format for an EIS: (a) cover sheet, (b) summary, (c) table of contents, (d) purpose of and need for action, (e) alternatives, including the proposed action (sections 102(2)(C)(iii) and 102(2)(E) of NEPA), (f) affected environment, (g) environmental consequences (especially sections 102(2)(C) (i), (ii) (iv), and (v) of NEPA), (h) list of preparers, (i) list of agencies, organizations, and persons to whom copies of the EIS are sent, (j) index, (k) appendices (if any).
- 2.5 The CEQ regulations at 40 CFR Section 1508.9 describe the required content of an EA to include: (a) a brief discussion of the need for the proposal, (b) alternatives considered, as required by section 102(2)(E) of NEPA (which states that agencies shall study, develop and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources), (c) an analysis of the possible environmental impacts of the proposed action and alternatives, (d) a listing of agencies and persons consulted.
- 2.6 The sections of an EIS or EA that describe the "purpose and need for agency action," "alternatives including the proposed action," and other policy issues will be written by DOE and provided to the Contractor. All other portions of an EIS or EA, if prepared by a Contractor, are subject to independent review and verification of data and analyses by DOE. DOE will write all decision documents. DOE may request the Contractor to review those documents for technical accuracy.
- 2.7 DOE's NEPA regulations at 10 CFR Part 1021 include appendices that list classes of actions that are normally categorically excluded, that is, actions that normally do not require an EIS or EA, actions that normally require an EA, and actions that normally require an EIS. DOE will determine the appropriate level of NEPA review for each proposed action, but Contractor support may be needed to compile information to aid DOE in making such determinations.
- 2.8 The depth, subject matter, and timing of analyses necessary for the Contractor to prepare a DOE EIS or EA vary widely. Proposed actions, alternatives, and issues to be addressed in DOE's NEPA documents are often highly complex, and the subject areas may be technologically and scientifically precedent-setting, with little or no established protocol upon which to base an analysis. The proposed actions and range of alternatives to the proposed actions that may need to be analyzed are often unpredictable and may change during document preparation as the result of further consideration, public comment, or external developments.
- 2.9 Examples of actions that DOE has considered in its NEPA documents include but are not limited to: nuclear stockpile management; spent nuclear fuel management; receipt and storage of foreign reactor fuel; tritium production; management, storage, treatment, transportation, and disposal of radioactive and hazardous materials and waste; decommissioning, decontaminating, demolition, and disposal of nuclear reactors and spent nuclear fuel processing facilities; site-wide multi-program analyses of major DOE sites;

construction, operation, shutdown, and decommissioning of accelerator and synchrotron facilities, laboratory facilities, power transmission lines, hydropower projects, strategic petroleum reserves, and clean coal projects; fisheries management; wetlands replacement and mitigation; power marketing actions; and other complex topics.

- 2.10 Scheduling the analyses and NEPA document preparation is often challenging. For example, several EISs and EAs may be in preparation at a DOE Office at one time, and the subjects may be widely diverse within and among Offices. Different proposed actions may have interrelated impacts that involve more than one site. That is, the analysis in a NEPA document at one site could be affected by the analysis in a NEPA document being prepared at another DOE site, or by another DOE Program. There may also be periods at one or several DOE Offices when no NEPA documents are being prepared. Schedules must also recognize the NEPA requirements incorporated in DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. For these reasons, this Scope of Work does not specifically describe the depth, breadth, and schedule for all anticipated NEPA documents to be prepared during the next five years.
- 2.11 EIS and EA preparation requires an interdisciplinary approach that integrates use of the natural, physical, and social sciences and the environmental design arts. The preparers' disciplines must be appropriate to the identified scope and issues. For DOE proposed actions, the expertise needed in a NEPA document preparation team typically includes but is not limited to: waste treatment, management, and disposal; nuclear physics; radiation safety; health physics; various fields of engineering; surface and groundwater hydrology and water quality; geology and seismicity; air quality and meteorology; greenhouse gases and climate change; radioactive and chemical contaminant transport; traffic and transportation safety; terrestrial and aquatic ecology; radioecology; land use management; endangered species biology; fisheries; soil science; wetland management; water resource planning; paleontology; archaeology and cultural resources; utility and infrastructure design; occupational and public health and safety; noise; socioeconomics; visual resources; recreation; landscape architecture; environmental justice; and modeling, statistical analysis, and risk assessment under hypothetical routine operation, intentional destructive acts (such as sabotage and terrorism), and accident scenarios. The document team also requires preparers who are skilled in technical writing, graphics production, and technical and editorial quality control.
- 2.12 DOE must compile environmental information and conduct various types of environmental analyses and activities, sometimes in association with preparing a NEPA document and sometimes as a stand-alone evaluation required by an Executive Order, environmental statute, or its implementing regulations. For example, under the National Historic Preservation Act, these analyses and activities may include identifying historic and cultural resources, assessing impacts, consulting with a State or Tribal Historic Preservation Officer, and resolving adverse impacts by mitigation. Under the Endangered Species Act, analyses and activities may include preparing a biological assessment or evaluation, assessing impacts and ecological risk, consulting with the U.S. Fish and Wildlife Service or National Marine Fisheries Service, and developing a management plan for threatened or endangered species. DOE must incorporate NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA. DOE must also assess impacts associated with proposed actions on floodplains and wetlands, evaluate environmental information used in NEPA documents, and, as needed, evaluate the adequacy of an existing EIS (in a supplement analysis) or an existing EA.

3.0 SCOPE

The objective of this contract is to procure support services for the preparation of EISs, EAs and related documents under the NEPA process; ERs and, other documentation required by

the NRC in its review of license applications; and, documentation required by other state and Federal regulators.

The objective also includes procuring support services for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA; preparing supplement analyses, compiling environmental information to support the NEPA process, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. Henceforth in this statement of work, these environmental activities and analyses are referred to as "other environmental tasks."

Work will be performed for DOE, NNSA, and FERC Program and Field Offices nationwide based on individual Task Orders issued by Ordering Contracting Officers. The Contractor shall furnish all labor, materials, equipment, facilities, office space, transportation, and incidentals necessary to perform in accordance with this statement of work, the contract, and the individual Task Orders.

4.0 APPLICABLE DOCUMENTS

To help its NEPA practitioners, including Contractors, DOE has prepared *National Environmental Policy Act Compliance Guide*, a three-volume compendium of laws, executive orders, regulations, policies, guidance, and other information. The most recent edition of the *Guide* is available at <http://www.eh.doe.gov/nepa/guidance.html>, and resources issued more recently are available at http://www.eh.doe.gov/nepa/new_guidance.html. The *DOE NEPA Compliance Guide* contains:

Volume 1: General NEPA References

- Part 1. Laws
- Part 2. Executive Orders Concerning Environmental Matters
- Part 3. Council on Environmental Quality (CEQ) Regulations
- Part 4. CEQ Guidance
- Part 5. Policies from Other Federal Agencies

Volume 2: Department of Energy NEPA Regulations and Guidance

- Part 1. Regulations, Orders, and Policy
- Part 2. Guidance on NEPA Document Preparation
- Part 3. Guidance on Site-wide NEPA Reviews
- Part 4. Guidance on Public Participation
- Part 5. Guidance on Other Aspects of the NEPA Process

Volume 3: Related Environmental Review Requirements

This volume provides regulations for environmental review and consultation requirements - concerning Air Quality, Biota, Cultural Resources, and Land use and Special Land and Water Designations - that should to the fullest extent possible be conducted concurrently with and integrated with the NEPA process.

The Contractor shall be familiar with and proficient in the application of laws, regulations, policies, and guidance to the preparation of NEPA documents. The NEPA Document Manager for each Task Order will advise the Contractor of requirements and guidance of particular relevance to the task.

5.0 TECHNICAL REQUIREMENTS

The Ordering Contracting Officer will issue an individual Task Order for the preparation of each EIS, EA, or ER, or section(s) thereof, or other environmental task. Technical direction for each Task Order will be provided by a designated DOE NEPA Document Manager once the Task Order has been issued by the Ordering Contracting Officer. For preparing all or part of an EIS, EA, or ER, a Task Order will include a description of the task at a level of detail commensurate with the complexity of the document, including:

- General project description
- Expected number of subtasks, number of meetings
- Purpose and need for agency action and preliminary alternatives, if available
- Extent of available information and context and relationship to other NEPA documents
- Expected complexity of analyses (quantitative/qualitative)
- Expected length of sections of the document and appendices
- Annotated outline, if available
- Detailed NEPA Document Checklists (EIS and EA Checklists available at www.eh.doe.gov/nepa/tools/guidance/volume2/index.html).

For other environmental tasks, the Task Order will include a description of the task(s) at a level of detail commensurate with its complexity.

The Contractor(s) shall perform the following as may be specifically defined in each individual Task Order, and as directed by the NEPA Document Manager:

- 5.1 The Contractor shall prepare and submit to the Ordering Contracting Officer and NEPA Document Manager a "No Conflict of Interest Statement" as required by 40 CFR Section 1506.5(c) before beginning work on any EIS. The Contractor shall also submit to the Ordering Contracting Officer and NEPA Document Manager a disclosure statement for an EA, ER or other environmental task. In the alternative, if the Contractor decides that the appearance of a conflict of interest is possible or that a conflict exists, the Contractor shall submit a full disclosure statement, describing the circumstances or conditions that create the conflict or appearance of conflict, and any mitigating measures the Contractor intends to implement to resolve the conflict or the appearance of a conflict. If the Ordering Contracting Officer determines that no mitigation will adequately address the conflict, the Contractor will not be assigned to that particular task. The Contractor shall also assure that each proposed subcontractor for the particular task has submitted a disclosure statement to DOE.
- 5.2 The Contractor shall comply with DOE and site safeguards and security requirements to obtain entry to DOE facilities and in access to and handling of classified information. The Contractor shall provide an adequate number of personnel who hold DOE "Q" or equivalent federal clearances or who have held a DOE "Q" or federal equivalent clearance within the past four years and for whom not more than four years have passed since the last security clearance investigation. With the exception of classified appendices, the Contractor shall make every effort to prepare deliverables that do not contain Unclassified Controlled Nuclear Information or Official Use Only information. The Contractor shall have an individual capable of receiving appointment as a Classification Officer or Derivative Classifier in accordance with DOE Manual 475.1-1B, Identifying Classified Information. Such appointments would be made by the cognizant DOE Classification Officer, on a task order basis at the discretion of the NEPA Document Manager. If a classified appendix to an EIS, EA, or ER is required, the Contractor shall prepare this classified appendix as directed and will do so in either a DOE-approved secure facility or DOE-secured space. The Contractor shall comply with DOE and site environment, safety and health requirements.

- 5.3 The Contractor shall use commonly available word processing software, such as Microsoft Word or WordPerfect, for the preparation of all deliverable documents. Software specifically required by a NEPA Document Manager for preparing an EIS, EA, ER, or other deliverable will be identified in the Task Order. Software used for analyses and modeling may be proprietary but calculations and results obtained from applying such software must be provided to the NEPA Document Manager.
- 5.4 For an EIS, EA, or ER, the Contractor shall prepare a project management plan based on the Task Order description and/or NEPA Document Checklist. For other environmental tasks, the NEPA Document Manager will specify whether a project management plan is required. The project management plan shall be prepared after DOE provides the statement of purpose and need, and will be reviewed and revised by the Contractor as necessary at the two following stages: (a) with the preliminary draft document, and (b) with the preliminary final document. The project management plan shall identify whether and how each task element is addressed in the document. For an EIS or EA, DOE may use the NEPA Document Checklist to verify whether all elements of the Task Order are identified and appropriately addressed.
- 5.5 The Contractor shall implement a formal change control process and prepare a report that identifies the cost of a draft EIS, EA, and ER and each revision submitted to DOE for review so that the incremental costs of changes and corrections may be tracked. Costs for other environmental tasks also will be tracked by formal change control processes and reporting.
- 5.6 If necessary, DOE will provide to the Contractor or assist in obtaining existing information, such as environmental baseline information, pertinent to a task. The Contractor shall provide personnel with interdisciplinary areas of expertise as applicable to the task to independently assess the adequacy and completeness of this information; bring data gaps, omissions, and inconsistencies to the attention of DOE; and, if required, conduct additional data collection and field studies under a data collection plan approved by the NEPA Document Manager. The Task Order, schedule, and budget will be modified by DOE as appropriate. The Contractor shall maximize the use of existing EAs and EISs and their associated administrative records. The Contractor also shall maximize the use of existing programmatic, environmental, and safety documents to prepare each EIS, EA, or ER, or for other environmental tasks.
- 5.7 The Contractor shall coordinate with DOE on acceptable levels of data analysis and on assumptions, analytical methods, and modeling, and submit and obtain the approval of the DOE NEPA Document Manager for a data collection and analysis plan prior to the commencement of work. Prior to commencement of work, the Contractor shall submit to and obtain the approval of the DOE NEPA Document Manager a quality assurance plan that conforms to the requirements of DOE Order 414.1C, *Quality Assurance* (and any revisions to the Order or any guidance issued by the Office of NEPA Policy and Compliance). The plan shall include a tracking system (to validate consistent use of raw data, modeling and other calculations, impact results, and presentations in the EIS summary, chapters, and appendices) and a style guide that establishes uniform NEPA document preparation standards including writing style, format, table and figure presentation, use of numerical units, and referencing. The quality assurance plan shall be applied to every deliverable.
- 5.8 The Contractor shall integrate data and analysis supplied by supporting or cooperating DOE, state, tribe and other federal or Contractor personnel who may be asked by DOE to provide input or information in specialized areas of jurisdiction or expertise.
- 5.9 The Contractor shall identify and analyze the environmental impacts of the proposed action and each of the alternatives in an EIS, EA, or ER. This may include but not necessarily limited to: conducting literature searches; modeling; preparing graphs, maps, charts and tables; calculating; interpreting samples; interviewing experts; and documenting such

- 5.16 Draft: The Contractor shall prepare a draft EIS, EA, or ER that includes corrections, revisions, additions, and deletions based on comments received on the preliminary draft. The Contractor shall identify and track comments and related text changes. The Contractor shall provide copies of a draft EIS and EA, or ER, to the NEPA Document Manager for DOE internal distribution and approval.
- 5.17 Environmental Report for NRC License Application: There is no requirement for submission of the Draft ER to NRC or any other regulatory agency for review. The Draft ER would be revised on the basis of DOE internal comments and finalized as the ER to be submitted with the license application. After NRC's review of the ER as part of the license application, the Contractor shall prepare Supplements to the ER as directed by the NEPA Document Manager. The Contractor shall maintain the capability to generate additional copies of the ER or any supplement(s) to the ER for subsequent distribution to parties and Boards in the NRC proceeding; Federal, State, and local officials; and any affected Indian tribes, as directed by the NEPA Document Manager.
- 5.18 Draft EIS or EA (printed): The Contractor shall prepare an electronic file of a draft EIS or EA suitable for printing by the Government Printing Office, and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.19 Draft EIS or EA (copies): The Contractor shall make copies of a draft EIS or EA in the number determined by the NEPA Document Manager. The estimated number of copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.20 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a draft EIS or EA by packaging and mailing the document as directed.
- 5.21 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the FR a listing of all EISs filed the previous week.
- 5.22 The Contractor, as requested, shall assist in the process for filing a draft EIS with the Environmental Protection Agency.
- 5.23 The Contractor shall categorize, collate, and assist DOE in analyzing comments received on a draft EIS or EA. The Contractor shall assist in the preparation of responses to all comments for incorporation into the final EIS or EA and shall identify and prepare necessary revisions, or conduct further analyses based on those comments.
- 5.24 Preliminary final: The Contractor shall prepare a preliminary final of an EIS or EA that incorporates any additional technical data received after publication of the draft, and any revisions resulting from comment on the draft, and distribute copies for internal DOE review.
- 5.25 Final: The Contractor shall prepare copies of a final EIS or EA that include corrections, revisions, additions, and deletions based on comments received on the preliminary final. The Contractor shall identify and track comments and related text changes. The Contractor shall provide printed copies and/or compact discs of a final EIS or EA to the NEPA Document Manager for internal DOE distribution and approval.

- 5.26 Final (printed): The Contractor shall prepare an electronic file of a final EIS or EA suitable for printing by the Government Printing Office and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.27 Final (copies): The Contractor shall make copies of a final EIS or EA in the number specified by the NEPA Document Manager. The estimated number of copies needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.28 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a final EIS or EA by packaging and mailing the document as directed.
- 5.29 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the Federal Register a listing of all EISs filed the previous week.
- 5.30 The Contractor, as requested, shall assist in the process for filing a final EIS with the Environmental Protection Agency.
- 5.31 The Contractor shall provide data collection and analysis/evaluation for other environmental tasks. The Contractor shall provide supporting documentation in draft, respond to comments, prepare finals as required, and support DOE in compliance with applicable requirements.

6.0 DELIVERABLES

The type, number, and schedule of deliverables will be specified and shall be provided in accordance with an individual Task Order, which may require the Contractor to provide one or more of the following deliverables. Unless otherwise specified in the Task Order, deliverables shall be provided to the NEPA Document Manager for review/approval. An individual Task Order may specify that the Contractor shall:

- 6.1 Provide and obtain the approval of the DOE NEPA Document Manager for a project management plan (as described in section 5.4), a data collection and analysis plan (as described in section 5.4), and a quality assurance plan (as described in section 5.7) prior to the commencement of work, and revise these as directed.
- 6.2 Provide monthly progress and management reports showing both dollars and labor hours for each draft and each revision of an EIS, EA, ER, or other environmental task, as well as percent of total funds spent toward Task Order deliverables.
- 6.3 Provide and distribute copies of a preliminary draft EIS, EA, ER, or other environmental task, and copies of all cited references.
- 6.4 Design, prepare and provide a draft report of proposed mitigation measures or a draft mitigation action plan.
- 6.5 For a draft EIS, EA, ER, or other environmental task approved by the NEPA Document Manager, provide an electronic file copy suitable for printing, and procure printing for the number of copies specified or make the number of copies specified.

- 6.6 Prepare draft distribution lists and draft transmittal letters for a draft EIS or EA.
- 6.7 Deliver and distribute copies of a draft EIS, EA or other materials related to EIS or EA preparation, such as may be provided to a public reading room.
- 6.8 Prepare and provide materials to support public involvement such as sign-up sheets, posters, comment forms, and handouts.
- 6.9 Provide copies of transcripts of the public scoping meetings and hearings on a draft EIS (or EA if required) for distribution within DOE and to public reading rooms.
- 6.10 Provide draft responses to agency and public comments on a draft EIS, EA, ER, or other environmental task.
- 6.11 Provide an ER revised in response to DOE and NRC comments suitable for submission in a license application package.
- 6.12 Provide and distribute copies of a preliminary final EIS and EA.
- 6.13 For a final EIS or EA approved by the NEPA Document Manager, provide an electronic file copy suitable for printing, and procure printing for the number of copies specified or make the number of copies specified.
- 6.14 Prepare draft distribution lists and draft transmittal letters for a final EIS or EA.
- 6.15 Distribute copies of a final EIS or EA and other materials related to EIS or EA preparation, such as may be provided to a public reading room.
- 6.16 Compile and catalog an Administrative Record (AR) file for an EIS, EA, or ER and keep it current with the development of the EIS, EA, or ER. The Contractor shall deliver the AR file to a place designated by the NEPA Document Manager.
- 6.17 Provide electronic copies (such as compact disks) of a final EIS, EA, ER, or other environmental task as specified by the NEPA Document Manager.
- 6.18 Prepare deliverables and/or other documentation as specified in individual Task Orders for other environmental tasks.

7.0 TIME FRAMES FOR COMPLETION OF DELIVERABLES

The NEPA Document Manager will designate in the Task Order a date for each deliverable specified in the Task Order. The Contractor should plan to complete an EA in 120 days from DOE's EA determination to the decision to proceed with an EIS or issue a finding of no significant impact. The Contractor should plan to complete an EIS in 15 months from DOE issuing a notice of intent to approving a final EIS. The Contractor should plan to complete an ER in 180 days from issuance of the Task Order. These time periods are goals; they may be extended or reduced by DOE based on the circumstances surrounding the preparation of an EIS, EA or ER.

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING N	PAGE of PAGES 1 35
2. CONTRACT (PROC. INST. IDENT.) NO. DE-AM52-09NA29166		3. EFFECTIVE DATE CO DATE SIGNED		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G	
5. ISSUED BY HAD/TSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER P.O. BOX 5400 ALBUQUERQUE, NM 87185-5400 FRANCIS TING 505-845-4912 FTING@DOEAL.GOV		CODE 898358	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE 898358		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) HDR ENGINEERING, INC. H D R 8404 INDIAN HILLS DRIVE OMAHA NE 68114-4049 (402) 399-1457			8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		
CAGE CODE 1EHX1			9. DISCOUNT FOR PROMPT PAYMENT N		
FACILITY CODE			10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		
11. SHIP TO / MARK FOR See Section F		CODE	12. PAYMENT WILL BE MADE BY U.S. DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER P. O. BOX 5807 OAK RIDGE, TN 37831		
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION		14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$0.00
16. Table of Contents					
SEC	DESCRIPTION	PAGE(S)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	24
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS		
✓ C	DESCRIPTION/SPECS./WORK STATEMENT	8	✓ J	LIST OF ATTACHMENTS	36
✓ D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
✓ E	INSPECTION AND ACCEPTANCE	10	K	REPRESENTATIONS, CERTIFICATIONS OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERIES OR PERFORMANCE	11	L	INSTRS., CONDS., AND NOTICES TO	
✓ G	CONTRACT ADMINISTRATION DATA	12	M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	15			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) MATTHEW J. HARVEY Sr. Vice Pres.			20A. NAME OF CONTRACTING OFFICER EUSEBIO M. ESPINOSA		
19B. Name of Contractor HDR		19C. Date Signed 3 March 09	20B. United States of America		20C. Date Signed 5-18-2009
by <i>Matthew J Harvey</i> (signature of person authorized to sign)		by <i>Eusebio M. Espinosa</i> (signature of Contracting Officer)			

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

(b) The target incentive fee for this task order, as contemplated by FAR Clause 52.216-10, "Incentive Fee," is TBD, the target cost is TBD, the minimum fee is TBD, the maximum fee is TBD, and the fee adjustment formula is TBD. The incentive fee shall be paid pursuant to the terms of this FAR clause.

(c) The total estimated amount of this task order is TBD (insert total amount).

(d) Performance of this task order is subject to the limitations set forth in FAR Clause 52.232-20, "Limitation of Cost."

B062 TASK ORDER TYPES (JAN 2008)

Task orders issued under this contract will be Firm Fixed Price, Cost Plus Fixed Fee, or Cost Plus Incentive Fee. The total contract value, including Firm Fixed Price, Cost Plus Fixed Fee and Cost Plus Incentive Fee task orders, for this contract is not to exceed \$200,000,000. Each task order shall identify the accounting and appropriation data associated with the funding allocated to each task order as well as such data associated with incremental funding pursuant to FAR Clause 52.232-22 "Limitation of Funds."

The Contracting Officer shall periodically provide to the contractor an accounting of all task orders issued under this contract. The accounting shall reflect the cumulative amount of task orders issued against the Contract value.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)
(TAILORED)**

The SOW is included as Attachment J-2 to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005) (TAILORED)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist" (Attachment J-1).

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

C006 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (OCT 2006) (TAILORED)

(a) The Contractor shall deliver Scientific and Technical Information (STI) in accordance with DOE Order 241.1A, Chg 1 as revised, "Scientific and Technical Information Management," and its accompanying DOE Guide 241.1-1A as revised, "Guide to the Management of Scientific and Technical Information." Both documents can be accessed on the internet at <http://www.directives.doe.gov> and are incorporated in this contract by reference.

(b) The Contractor shall submit each report or other STI product electronically on the DOE Energy Link System (E-Link). Do not send reports or other STI products directly to the Office of Scientific and Technical Information (OSTI). Acceptable formats are PDF Normal and PDF Image.

(c) The E-Link data base may be accessed on the internet at <http://www.osti.gov/elink/>. Each report or other STI product shall be accompanied a complete and accurate DOE Form 241.3. The form is entitled "United States Department of Energy (DOE) Announcement of Scientific and Technical Information." <https://www.osti.gov/elink/241-3.jsp>. This form is fillable online. Reports are uploaded with the form.

(d) Each report or other STI product must be accompanied by a separate DOE Form 241.3.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005) (TAILORED)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract and task order by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Ordering Contracting Officer's Representative, or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Ordering Contracting Officer, his/her representative, or other duly-authorized Government representative identified by the Ordering Contracting Officer.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001: PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The ordering period for this contract is as specified in FAR clause 52.216-18, Ordering. The period of performance for task orders issued under this contract will be identified in each task order.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered;
- (8) cumulative amount invoiced to date; and
- (9) detailed cost element breakdown.

(d) If you are unable to submit invoices electronically, contact the Ordering Contracting Officer identified in each individual task order.

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under Fixed Price CLINs under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the Approving Official.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)
(TAILORED)**

(a) The Ordering Contracting Officer's Representative official delegation of authority shall be provided to the Contractor in writing. This delegation will describe the Ordering Contracting Officer's Representative authorities in detail. However, it is emphasized that only the Ordering Contracting Officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Ordering Contracting Officer in writing. No action shall be taken by the Contractor unless the Ordering Contracting Officer has issued a contractual change.

(b) The Ordering Contracting Officer's Representative will be identified in individual task orders. If an Alternate Ordering Contracting Officer's Representative is assigned then the Alternate will have all responsibilities and functions assigned to the Ordering Contracting Officer's Representative when the Ordering Contracting Officer's Representative is absent.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H002 MODIFICATION AUTHORITY (OCT 2007)

(a) Notwithstanding any of the other provisions of this contract, the Contracting Officer, except as in (b) below, shall be the only individual authorized to:

- (1) Accept nonconforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any terms or conditions of this contract.

(b) The Ordering Contracting Officer shall be the only individual authorized to modify any terms or conditions of the contract only as they apply to a specific task order, waive any requirement of the contract only as it applies to a specific task order, and accept nonconforming work for that specific task order only.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on December 7 2008, 1 PM Mountain Time, and are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "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 Maryland under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 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 \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving Contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)

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

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof, or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)

(a) The Contractor shall provide services under this contract only in performance of task orders and revisions to task orders signed by the Ordering Contracting Officer and provided to the Contractor. Costs not attributed to the performance of a specific task order will not be allowed without the prior written consent of the Ordering Contracting Officer. The Contractor shall commence performance upon the receipt of a task order signed by the Ordering Contracting Officer. The DOE will not reimburse the Contractor for the costs of preparing task proposals as a direct cost under this contract.

(b) Requesting Task Proposals - When requesting task proposals from the Contractors the Ordering Contracting Officer will inform the Contractors of (i) the task to be performed; (ii) the schedule of performance; (iii) any required travel; (iv) deliverables and required delivery dates; and (v) any Government-furnished property to be provided. The Contractor shall provide its task proposal within 5 working days of receipt of the request, unless otherwise specified by the Ordering Contracting Officer.

(c) Task Proposal Information. The Contractor's task proposal shall consist of the following information: (i) For Cost-Reimbursement proposals see Attachment J-3 for proposal instructions. Include fixed fee, target cost and incentive fee as appropriate; (ii) For Firm Fixed Price proposals follow instructions provided by the Ordering Contracting Officer; (iii) If a conflict of interest is introduced by the proposed task, make immediate and full disclosure to the Ordering Contracting Officer, in addition to the requirements in the applicable clause.

(d) The Government anticipates awarding up to four contracts each for the work specified in the Statement of Work under solicitations DE-RP52-08NA28016 and DE-RP52-08NA28021. Periodically, the Ordering Contracting Officer will issue task orders to a Contractor in accordance with procedures shown below.

(e) The Ordering Contracting Officer may issue a task to any one of the Contractors if he or she determines, in his or her sole discretion that the task is valued at no higher than \$3,000 or one of the exceptions in FAR 16.505(b)(2) applies.

(f) The Contractor agrees that issuance of a task order in accordance with any of these procedures is deemed to have provided the Contractor a "fair opportunity to be considered" as the phrase is used in Section 303 J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(g) Issuance of Task Orders based entirely or substantially on cost or price.

(1) For cost reimbursement task orders:

(i) When the issuance of a task order is to be based entirely on cost, the Ordering Contracting Officer will provide each contractor information relating to the prospective task, specifying that the award will be based entirely on cost. The Contractor will provide a task proposal in accordance with Attachment J-3. The Government will perform an analysis of the cost proposal to assure the price is fair and reasonable. The Ordering Contracting Officer will exercise his best judgment in determining whether elements of cost reasonably reflect the nature of the prospective task. To the extent necessary to assure an accurate evaluation of task proposals, the Ordering Contracting Officer will adjust the proposals, as deemed appropriate.

(ii) The Ordering Contracting Officer may choose to base award substantially on cost. In this case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in the selection of the recipient of the task.

(2) For Fixed-Price Task Orders:

(i) When the issuance of a task order is to be based entirely on price, the Ordering Contracting Officer will provide each contractor information relating to the prospective task, specifying that the award will be based entirely or substantially on price. The Contractor will provide a proposal on a firm fixed price basis.

(ii) The Ordering Contracting Officer may choose to base award substantially on price. In that case the Ordering Contracting Officer will issue a request for task proposals which specifies any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

(h) Issuance of Task Orders Based Substantially on Performance of Previous Task Orders. The Ordering Contracting Officer may choose to base issuance of a task substantially on performance of previous tasks. In that case, the Ordering Contracting Officer will issue a request for task proposals which specifies price and any additional selection factors, and their relative importance, to be used in selecting the recipient of the task.

(i) Issuance of Task Orders Based upon Other Criteria. In issuing tasks under this procedure, the Ordering Contracting Officer may base the issuance on any other factors which he or she deems appropriate in the exercise of sound business judgment. Such factors may include, but are not limited to, selection based upon highest technical rating of proposals for performance of a prospective task. If the selection factor or factors involve the receipt of task proposals from the Contractors, the factor or factors to be used in selecting the recipient of the task, and their relative importance, will be specified in the request for a task proposal by the Ordering Contracting Officer.

(j) Task and Delivery Order Ombudsman. The head of the agency will designate a task-order ombudsman pursuant to FAR 16.5. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the Ordering Contracting Officer. Issues which cannot be resolved by the Ordering Contracting Officer may be referred to the Task Order Ombudsman.

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(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

**H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005)
(TAILORED)**

(a) In accordance with FAR 52.245-1, "Government Property", the property listed in individual Task Orders is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified 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 having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include an analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with applicable NNSA/DOE directives and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006) (TAILORED)

The Contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2, Cooperation with the Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE/NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall

include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

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

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

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

(f) The DOE IG hotline telephone number is 202-586-4073.

H025 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (FEB 2005) (TAILORED)

In the performance of this contract, the contractor is responsible for complying with the Section J-5 Attachment entitled "List of DOE Applicable Directives" and other directives/laws listed elsewhere in the contract.

H032 LIMITATION OF GOVERNMENT'S OBLIGATION (FEB 2005) (TAILORED)

NOTE : This clause applies to only fixed price task orders.

(a) For incrementally funded task orders, each task order shall identify the funds presently available for payment and allotted to the task order. It is anticipated that from time to time additional funds will be allotted to the task order until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of the task order pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the task order. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the task order, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the task order for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the task order for a further period, as may be specified in the task order or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer will

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terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under the task order, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the task order amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under the task order, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of the task order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

H035 INCORPORATION OF SUBCONTRACTING PLAN (DEC 2005) (TAILORED)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan dated 10 FEB 2009 is incorporated herein by reference or included in Part III, Section J, as Attachment 6 to the contract.

H044 INDEFINITE QUANTITY (MAY 2006)

In accordance with FAR 52.216-22, the maximum dollar amount the Government may order under this contract is \$200,000,000.00; the guaranteed minimum amount is \$100,000.00.

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- 52.219-4 Para (c), Number of Months/Years. '5 years and 6 months.'
NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) - ALTERNATE II (OCT 2001)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is 'TBD'
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-17 RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
- 52.228-7 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
Para (c), Agency name 'United States Department of Energy'
Para (g), Agency name 'United States Department of Energy'
Para (g), Agency name 'United States Department of Energy'
Para (g), Agency name 'United States Department of Energy'
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)

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52.244-2	SUBCONTRACTS (JUN 2007) Para (d), approval required on subcontracts to: 'TBD' Para (j), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-2	SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD' Para (k), the following subcontracts which were evaluated during negotiations: 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-75	PUBLIC AFFAIRS (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) Para (b)(1)(i), period of restriction 'five'
952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)
952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (JUN 1996) - ALTERNATE I (JUN 1996)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.242-70	TECHNICAL DIRECTION (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.216-7 ALLOWABLE COST AND PAYMENT (AS MODIFIED BY DEAR 952.216-7 ALTERNATE II FOR COMMERCIAL BUSINESS) (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

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qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

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://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (DEVIATION) (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for

PART II - CONTRACT CLAUSES
SECTION 1 - CONTRACT CLAUSES

convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	2	05 NOV 2007	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 2	10	05 NOV 2007	STATEMENT OF WORK
ATTACHMENT 3	3	19 NOV 2007	POST-AWARD TASK ORDER COST/PRICE PROPOSAL INSTRUCTIONS
ATTACHMENT 4	5	27 NOV 2007	COST PROPOSAL TABLES
ATTACHMENT 5	1	10 MAR 2008	LIST OF DOE APPLICABLE DIRECTIVES
ATTACHMENT 6	4	10 FEB 2009	SUBCONTRACTING PLAN

U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE National Environmental Policy Act (NEPA) Support Services Acquisition	2. IDENTIFICATION NUMBER DE-AM52-09NA29166 November 5 2007
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3. PARTICIPANT NAME AND ADDRESS HDR 8404 Indian Hills Drive Omaha, NE 68114
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4. PLANNING AND REPORTING REQUIREMENTS																																																																																																					
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5. FREQUENCY CODES		
A - As Required C - Change to Contractual Agreement F - Final (end of effort) D - Daily	BM - Bi-Monthly M - Monthly O - Once After Award Q - Quarterly	S - Semi-Annually X - With Proposal/Bid/Application or with Significant Changes Y - Yearly or Upon Renewal of Contractual Agreement/Revision of Task Assignment

6. SPECIAL INSTRUCTIONS (ATTACHMENT)	
<input checked="" type="checkbox"/> Report Distribution List/Addresses <input type="checkbox"/> Reporting Elements <input checked="" type="checkbox"/> Due dates are as specified in each Task Order; All others within 20 days after report period.	<input type="checkbox"/> Analysis Thresholds <input type="checkbox"/> Work Breakdown Structure <input type="checkbox"/> Other (See attached)

7. PREPARED BY Drew Grainger _____ (Signature) (Date)	8. REVIEWED BY Eusebio M. Espinosa _____ (Signature) (Date)
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**STATEMENT OF WORK
FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SUPPORT SERVICES ACQUISITION**

**PREPARATION AND REVIEW OF ENVIRONMENTAL IMPACT STATEMENTS,
ENVIRONMENTAL ASSESSMENTS, ENVIRONMENTAL REPORTS, AND OTHER
ENVIRONMENTAL DOCUMENTATION**

dated November 5, 2007

1.0 INTRODUCTION

During the next five years, the U.S. Department of Energy's (DOE) Program and Field Offices nationwide, including the National Nuclear Security Agency (NNSA) and the Federal Energy Regulatory Commission (FERC) and their offices, will require Contractor support services for the preparation of environmental impact statements (EISs), environmental assessments (EAs) and related documents under the National Environmental Policy Act (NEPA); environmental reports (ERs) and other documentation required by the Nuclear Regulatory Commission (NRC) in its review of license applications; and, documentation required by other State and Federal regulators. Contractor support services will be required also for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); preparing supplement analyses, compiling environmental information to support the NEPA process or other regulatory processes, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. DOE's NEPA documents often address highly controversial issues. An EIS or EA may be subject to rigorous review by experts in scientific and legal fields, federal, state, local and tribal agencies, non-governmental organizations, the general public, and the courts.

This Scope of Work describes in a general way the range of services that are anticipated over the duration of this contract. A more specific description of individual tasks under this contract will be provided in each Task Order issued by an Ordering Contracting Officer. DOE intends to have the designated NEPA Document Manager also serve as the Ordering Contracting Officer's Representative; however, this may not be the case for all Task Orders.

2.0 BACKGROUND

- 2.1 NEPA is our basic national charter for the protection of the environment. It establishes policy, sets goals, and specifies the process for carrying out the policy. In part, NEPA states that all federal agencies shall "utilize a systematic, interdisciplinary approach which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." NEPA, at Section 102(2)(C), requires federal agencies to include in every recommendation or report on proposals for legislation and other major federal actions significantly affecting the quality of the human environment, a detailed statement known as an EIS on: "(i) The environmental impact of the proposed action, (ii) Any adverse environmental effects which cannot be avoided should the proposal be implemented, (iii) Alternatives to the proposed action, (iv) The relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and (v) Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented."

construction, operation, shutdown, and decommissioning of accelerator and synchrotron facilities, laboratory facilities, power transmission lines, hydropower projects, strategic petroleum reserves, and clean coal projects; fisheries management; wetlands replacement and mitigation; power marketing actions; and other complex topics.

- 2.10 Scheduling the analyses and NEPA document preparation is often challenging. For example, several EISs and EAs may be in preparation at a DOE Office at one time, and the subjects may be widely diverse within and among Offices. Different proposed actions may have interrelated impacts that involve more than one site. That is, the analysis in a NEPA document at one site could be affected by the analysis in a NEPA document being prepared at another DOE site, or by another DOE Program. There may also be periods at one or several DOE Offices when no NEPA documents are being prepared. Schedules must also recognize the NEPA requirements incorporated in DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. For these reasons, this Scope of Work does not specifically describe the depth, breadth, and schedule for all anticipated NEPA documents to be prepared during the next five years.
- 2.11 EIS and EA preparation requires an interdisciplinary approach that integrates use of the natural, physical, and social sciences and the environmental design arts. The preparers' disciplines must be appropriate to the identified scope and issues. For DOE proposed actions, the expertise needed in a NEPA document preparation team typically includes but is not limited to: waste treatment, management, and disposal; nuclear physics; radiation safety; health physics; various fields of engineering; surface and groundwater hydrology and water quality; geology and seismicity; air quality and meteorology; greenhouse gases and climate change; radioactive and chemical contaminant transport; traffic and transportation safety; terrestrial and aquatic ecology; radioecology; land use management; endangered species biology; fisheries; soil science; wetland management; water resource planning; paleontology; archaeology and cultural resources; utility and infrastructure design; occupational and public health and safety; noise; socioeconomics; visual resources; recreation; landscape architecture; environmental justice; and modeling, statistical analysis, and risk assessment under hypothetical routine operation, intentional destructive acts (such as sabotage and terrorism), and accident scenarios. The document team also requires preparers who are skilled in technical writing, graphics production, and technical and editorial quality control.
- 2.12 DOE must compile environmental information and conduct various types of environmental analyses and activities, sometimes in association with preparing a NEPA document and sometimes as a stand-alone evaluation required by an Executive Order, environmental statute, or its implementing regulations. For example, under the National Historic Preservation Act, these analyses and activities may include identifying historic and cultural resources, assessing impacts, consulting with a State or Tribal Historic Preservation Officer, and resolving adverse impacts by mitigation. Under the Endangered Species Act, analyses and activities may include preparing a biological assessment or evaluation, assessing impacts and ecological risk, consulting with the U.S. Fish and Wildlife Service or National Marine Fisheries Service, and developing a management plan for threatened or endangered species. DOE must incorporate NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA. DOE must also assess impacts associated with proposed actions on floodplains and wetlands, evaluate environmental information used in NEPA documents, and, as needed, evaluate the adequacy of an existing EIS (in a supplement analysis) or an existing EA.

3.0 SCOPE

The objective of this contract is to procure support services for the preparation of EISs, EAs and related documents under the NEPA process; ERs and, other documentation required by

the NRC in its review of license applications; and, documentation required by other state and Federal regulators.

The objective also includes procuring support services for: preparing floodplain and wetlands assessments, complying with Executive Orders, statutes such as the National Historic Preservation Act and the Endangered Species Act and their implementing regulations and procedures; incorporating NEPA values (such as analysis of cumulative, offsite, ecological, and socioeconomic impacts) to the extent practicable into documents prepared under CERCLA; preparing supplement analyses, compiling environmental information to support the NEPA process, and evaluating environmental information used in EISs, EAs, ERs, and other environmental documents. Henceforth in this statement of work, these environmental activities and analyses are referred to as "other environmental tasks."

Work will be performed for DOE, NNSA, and FERC Program and Field Offices nationwide based on individual Task Orders issued by Ordering Contracting Officers. The Contractor shall furnish all labor, materials, equipment, facilities, office space, transportation, and incidentals necessary to perform in accordance with this statement of work, the contract, and the individual Task Orders.

4.0 APPLICABLE DOCUMENTS

To help its NEPA practitioners, including Contractors, DOE has prepared *National Environmental Policy Act Compliance Guide*, a three-volume compendium of laws, executive orders, regulations, policies, guidance, and other information. The most recent edition of the *Guide* is available at <http://www.eh.doe.gov/nepa/guidance.html>, and resources issued more recently are available at http://www.eh.doe.gov/nepa/new_guidance.html. The *DOE NEPA Compliance Guide* contains:

Volume 1: General NEPA References

- Part 1. Laws
- Part 2. Executive Orders Concerning Environmental Matters
- Part 3. Council on Environmental Quality (CEQ) Regulations
- Part 4. CEQ Guidance
- Part 5. Policies from Other Federal Agencies

Volume 2: Department of Energy NEPA Regulations and Guidance

- Part 1. Regulations, Orders, and Policy
- Part 2. Guidance on NEPA Document Preparation
- Part 3. Guidance on Site-wide NEPA Reviews
- Part 4. Guidance on Public Participation
- Part 5. Guidance on Other Aspects of the NEPA Process

Volume 3: Related Environmental Review Requirements

This volume provides regulations for environmental review and consultation requirements - concerning Air Quality, Biota, Cultural Resources, and Land use and Special Land and Water Designations - that should to the fullest extent possible be conducted concurrently with and integrated with the NEPA process.

The Contractor shall be familiar with and proficient in the application of laws, regulations, policies, and guidance to the preparation of NEPA documents. The NEPA Document Manager for each Task Order will advise the Contractor of requirements and guidance of particular relevance to the task.

research, analyses, or use of professional judgment in the absence of preexisting information.

- 5.10 The Contractor shall prepare a draft and final EIS, EA, or ER, and compile the associated administrative record. The order and categorization of the administrative record documents shall be according to a system specified by DOE. The content of the administrative record shall be specified by the NEPA Document Manager and shall be compiled and maintained by the Contractor in accordance with relevant DOE Orders concerning records management. The Contractor shall keep the administrative record current with the development of each EIS, EA, or ER. The administrative record will include such things as materials which reflect significant changes in thinking on the project, that is, memoranda that raise important issues or criticize the assumptions or approaches or conclusions, all formal published agency notices and documents and comments, original copies of field notes, reference documents, studies, model runs, supporting analyses, photographs, graphics, and maps used in the preparation of the EIS, EA, or ER. The administrative record for an EIS, EA, or ER is the property of DOE. The NEPA Document Manager may direct the Contractor to transfer the administrative record to DOE at any time during the EIS, EA, or ER preparation process and the Contractor shall comply within five days of notification.
- 5.11 The Contractor shall identify and describe mitigation measures and prepare a draft mitigation action plan if needed. During the course of the analysis for an EIS or EA, it may become apparent that mitigation could reduce, avoid, eliminate, or compensate for the environmental impacts of a proposed action or alternative. If the analyses indicate the potential for such mitigation, the Contractor shall identify mitigation measures for DOE to consider incorporating into the proposed action, an alternative, or a mitigation action plan.
- 5.12 In the preparation of an EIS, EA, or ER, or for other environmental tasks, the Contractor may be required to support DOE in interactions with federal, state and local agencies, tribes, interested organizations, and the public. This support may include assisting DOE in consulting with federal or state agencies and organizations such as the U. S. Fish and Wildlife Service, National Park Service, Army Corps of Engineers, Advisory Council on Historic Preservation, and NRC regarding compliance with laws, regulations, licensing and permitting protocols, and other requirements. The support may also include assisting DOE in consulting with state agencies concerning permit requirements and with tribes concerning land use, treaty, or cultural issues.
- 5.13 As requested, the Contractor shall provide support to DOE in developing and implementing a public participation plan for an EIS or EA. This support may include, among other activities, routine and special mailings, preparing presentation materials, establishing and staffing a toll-free telephone line, and other forms of communication.
- 5.14 As requested, the Contractor shall support public scoping meetings, information meetings, and public hearings on an EIS or EA. The NEPA Document Manager will designate the locations of the meetings or hearings and the Contractor shall make arrangements for the facility, date, and time for each meeting or hearing; provide publicity, setup, registration for attendees, security, handouts, copying and distribution, audio visual and computer support, moderator, court reporter, language translator, and takedown support; assist in preparing written instructions for hearing officials, including opening and closing statements, if necessary; assist with preparing presentation materials; and provide timely distribution of transcripts and written comments to public reading rooms and interested parties.
- 5.15 Preliminary Draft: The Contractor shall prepare a preliminary draft EIS, EA, or ER for internal DOE review and shall participate in such review as required. The Contractor shall support the compilation, tracking, answering, and resolution of comments on the preliminary draft of an EIS, EA, or ER and make revisions.

- 5.16 Draft: The Contractor shall prepare a draft EIS, EA, or ER that includes corrections, revisions, additions, and deletions based on comments received on the preliminary draft. The Contractor shall identify and track comments and related text changes. The Contractor shall provide copies of a draft EIS and EA, or ER, to the NEPA Document Manager for DOE internal distribution and approval.
- 5.17 Environmental Report for NRC License Application: There is no requirement for submission of the Draft ER to NRC or any other regulatory agency for review. The Draft ER would be revised on the basis of DOE internal comments and finalized as the ER to be submitted with the license application. After NRC's review of the ER as part of the license application, the Contractor shall prepare Supplements to the ER as directed by the NEPA Document Manager. The Contractor shall maintain the capability to generate additional copies of the ER or any supplement(s) to the ER for subsequent distribution to parties and Boards in the NRC proceeding; Federal, State, and local officials; and any affected Indian tribes, as directed by the NEPA Document Manager.
- 5.18 Draft EIS or EA (printed): The Contractor shall prepare an electronic file of a draft EIS or EA suitable for printing by the Government Printing Office, and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.19 Draft EIS or EA (copies): The Contractor shall make copies of a draft EIS or EA in the number determined by the NEPA Document Manager. The estimated number of copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.20 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a draft EIS or EA by packaging and mailing the document as directed.
- 5.21 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the FR a listing of all EISs filed the previous week.
- 5.22 The Contractor, as requested, shall assist in the process for filing a draft EIS with the Environmental Protection Agency.
- 5.23 The Contractor shall categorize, collate, and assist DOE in analyzing comments received on a draft EIS or EA. The Contractor shall assist in the preparation of responses to all comments for incorporation into the final EIS or EA and shall identify and prepare necessary revisions, or conduct further analyses based on those comments.
- 5.24 Preliminary final: The Contractor shall prepare a preliminary final of an EIS or EA that incorporates any additional technical data received after publication of the draft, and any revisions resulting from comment on the draft, and distribute copies for internal DOE review.
- 5.25 Final: The Contractor shall prepare copies of a final EIS or EA that include corrections, revisions, additions, and deletions based on comments received on the preliminary final. The Contractor shall identify and track comments and related text changes. The Contractor shall provide printed copies and/or compact discs of a final EIS or EA to the NEPA Document Manager for internal DOE distribution and approval.

- 5.26 Final (printed): The Contractor shall prepare an electronic file of a final EIS or EA suitable for printing by the Government Printing Office and deliver the copy at a time and place designated by the NEPA Document Manager. The NEPA Document Manager may direct the Contractor to procure printing through the Government Printing Office [Public Law 102392, Section 207(a)(1)]. The estimated number of printed copies and/or compact discs needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.27 Final (copies): The Contractor shall make copies of a final EIS or EA in the number specified by the NEPA Document Manager. The estimated number of copies needed, maximum and minimum, will be identified in the Task Order for an EIS or EA.
- 5.28 The Contractor shall assist in preparing news releases, distribution lists, and distribution letters, and support the distribution of a final EIS or EA by packaging and mailing the document as directed.
- 5.29 The Contractor, as requested, shall make copies of all cited reference material available at DOE Public Reading Rooms or other such publicly accessible locations no later than the date the Environmental Protection Agency's Notice of Availability appears in the Federal Register. Each Friday (or Thursday, if Friday is a Federal Holiday), EPA publishes in the Federal Register a listing of all EISs filed the previous week.
- 5.30 The Contractor, as requested, shall assist in the process for filing a final EIS with the Environmental Protection Agency.
- 5.31 The Contractor shall provide data collection and analysis/evaluation for other environmental tasks. The Contractor shall provide supporting documentation in draft, respond to comments, prepare finals as required, and support DOE in compliance with applicable requirements.

6.0 DELIVERABLES

The type, number, and schedule of deliverables will be specified and shall be provided in accordance with an individual Task Order, which may require the Contractor to provide one or more of the following deliverables. Unless otherwise specified in the Task Order, deliverables shall be provided to the NEPA Document Manager for review/approval. An individual Task Order may specify that the Contractor shall:

- 6.1 Provide and obtain the approval of the DOE NEPA Document Manager for a project management plan (as described in section 5.4), a data collection and analysis plan (as described in section 5.4, and a quality assurance plan (as described in section 5.7) prior to the commencement of work, and revise these as directed.
- 6.2 Provide monthly progress and management reports showing both dollars and labor hours for each draft and each revision of an EIS, EA, ER, or other environmental task, as well as percent of total funds spent toward Task Order deliverables.
- 6.3 Provide and distribute copies of a preliminary draft EIS, EA, ER, or other environmental task, and copies of all cited references.
- 6.4 Design, prepare and provide a draft report of proposed mitigation measures or a draft mitigation action plan.
- 6.5 For a draft EIS, EA, ER, or other environmental task approved by the NEPA Document Manager, provide an electronic file copy suitable for printing, and procure printing for the number of copies specified or make the number of copies specified.

- 6.6 Prepare draft distribution lists and draft transmittal letters for a draft EIS or EA.
 - 6.7 Deliver and distribute copies of a draft EIS, EA or other materials related to EIS or EA preparation, such as may be provided to a public reading room.
 - 6.8 Prepare and provide materials to support public involvement such as sign-up sheets, posters, comment forms, and handouts.
 - 6.9 Provide copies of transcripts of the public scoping meetings and hearings on a draft EIS (or EA if required) for distribution within DOE and to public reading rooms.
 - 6.10 Provide draft responses to agency and public comments on a draft EIS, EA, ER, or other environmental task.
 - 6.11 Provide an ER revised in response to DOE and NRC comments suitable for submission in a license application package.
 - 6.12 Provide and distribute copies of a preliminary final EIS and EA.
 - 6.13 For a final EIS or EA approved by the NEPA Document Manager, provide an electronic file copy suitable for printing, and procure printing for the number of copies specified or make the number of copies specified.
 - 6.14 Prepare draft distribution lists and draft transmittal letters for a final EIS or EA.
 - 6.15 Distribute copies of a final EIS or EA and other materials related to EIS or EA preparation, such as may be provided to a public reading room.
 - 6.16 Compile and catalog an Administrative Record (AR) file for an EIS, EA, or ER and keep it current with the development of the EIS, EA, or ER. The Contractor shall deliver the AR file to a place designated by the NEPA Document Manager.
 - 6.17 Provide electronic copies (such as compact disks) of a final EIS, EA, ER, or other environmental task as specified by the NEPA Document Manager.
 - 6.18 Prepare deliverables and/or other documentation as specified in individual Task Orders for other environmental tasks.
- 7.0 TIME FRAMES FOR COMPLETION OF DELIVERABLES

The NEPA Document Manager will designate in the Task Order a date for each deliverable specified in the Task Order. The Contractor should plan to complete an EA in 120 days from DOE's EA determination to the decision to proceed with an EIS or issue a finding of no significant impact. The Contractor should plan to complete an EIS in 15 months from DOE issuing a notice of intent to approving a final EIS. The Contractor should plan to complete an ER in 180 days from issuance of the Task Order. These time periods are goals; they may be extended or reduced by DOE based on the circumstances surrounding the preparation of an EIS, EA or ER.