

**U.S. Department of Energy
National Nuclear Security Administration
Nevada Site Office
Performance Work Statement
For
Environmental Characterization and Remediation Services
29 February 2008**

1.0 INTRODUCTION

1.1 Background: The primary mission of the National Nuclear Security Administration Nevada Site Office (NSO) has been to conduct testing of nuclear and conventional explosives in conjunction with the research and development of nuclear tests. Most of the field testing was done at the Nevada Test Site (NTS) and included approximately 828 underground test sites, and 100 atmospheric test locations. In addition to radioisotopes associated with the tests, other contaminants included oils, solvents, gasoline, heavy metals such as lead, and unexploded ordnance. Approximately 1,375 square miles in size, the site is larger than the State of Rhode Island and is one of the largest restricted access areas in the nation. Field testing was also conducted on the Tonopah Test Range (TTR), and the Nevada Test and Training Range (NTTR), formerly the Nellis Air Force Range, adjacent to the NTS.

The Environmental Management (EM) Program was established in 1989 at Department of Energy (DOE) offices around the country to address the environmental impacts associated with more than 50 years of nuclear weapons production in the United States. The NSO EM program encompasses environmental restoration and waste management activities that have resulted from the historic NSO nuclear testing mission. NSO environmental restoration activities fall under the purview of the NSO Environmental Restoration Project (ERP). Originally the ERP consisted of four Sub-Projects, including Industrial Sites, Underground Test Area (UGTA), Soils, and Offsite Sub-Projects. On October 1, 2006 responsibility for the Offsite Sub-Project was transferred to the DOE Office of Legacy Management (LM). The Contractor will not be responsible for performance of the Offsite Sub-Project. Waste management activities fall under the purview of the NSO Waste Management Project (WMP). Planning and Project Control and Public Involvement functions fall under the purview of the EM Program Support Group (PSG).

1.2 Summary of Contract Characteristics: This is a Cost Plus Award Fee contract with Performance Incentive Fee. The work effort under this contract will be evaluated on a performance-based basis. Actual performance incentives will be determined on a fiscal year basis in accordance with Section H, Clause H002 and Performance-Based Fee Plan, Section J, Attachment 4.

1.3 Place of Performance: The Contractor shall perform environmental characterization and remediation services at designated Corrective Action Sites (CASs), or Corrective Action Units (CAUs) at the NTS, TTR, and parts of the NTTR.

1.4 Performance Requirements: Each requirement for every work assignment will contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- Performance Objectives - A statement of the outcome or results expected in a specific work assignment. (These objectives will be identified in the contract for each work assignment).
- Performance Measures - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, e.g. those things that the Government will be gathering data about. Each objective may have one or more measures. (These measures will be dependent on the actual work assignments issued by the Federal Sub-Project Directors. The contract will identify a list of measures from which the Federal Sub-Project Directors will select one or more measures for the specific work assignment that are issued).
- Performance Expectations - The targeted level or range of levels of performance for each performance measure. The Federal Sub-Project Directors will identify the expectations for each measure and incorporate them into the specific work assignment.

2.0 SCOPE OF WORK

2.1 Requirement: The Scope of Work requirement includes; program management support, site characterization and assessment, field services, remedial action, and public involvement activities. The Contractor shall comply with the Federal Facility Agreement and Consent Order (FFACO) between DOE/EM, the State of Nevada, the Department of Defense, Defense Nuclear Agency (now the Defense Threat Reduction Agency (DTRA), and DOE/LM. The Contractor shall provide all personnel, materials, and supplies, required to perform under this contract.

2.2 Requirement Documents: The Contractor shall comply with the documents identified in Section J, Attachment 5. Additionally, services and products shall comply with all applicable federal, state, and local laws, regulations, guidance and policies, which become effective after the effective date of this contract.

3.0 SPECIFIC REQUIREMENTS

The Contractor shall perform the following activities:

Government Fiscal Year (GFY) 2009

Underground Test Area Sub-Project

Complete Western Pahute Mesa/Central Pahute Mesa Corrective Action Investigation Plan (CAIP) Addendum

Complete Frenchman Flat Transport Model

Complete Yucca Flat/Climax Mine Flow Model

Complete Western Pahute Mesa/Central Pahute Mesa Transport Model

Complete Frenchman Flat Model Verification

Complete Frenchman Flat Model external peer review

Begin Central Pahute Mesa Drilling Program

Soils Sub-Project

Complete CAIP for Danny Boy Soils Corrective Action Unit (CAU)

Complete CAIP for Frenchman Flats Soils CAU

Complete Corrective Action Decision Document/Closure Report (CADD/CR) for Frenchman Flats Soils CAU

Complete CADD/CR for Danny Boy Soils CAU

Industrial Sites Sub-Project

Complete CR for Industrial Sites CAU 117, Pluto Disassembly Facility
Complete CADD for Industrial Sites CAU 546, Injection Wells, Mud Pits, Cellars and Ponds
Complete CR for Industrial Sites CAU 547, Miscellaneous Contaminated Waste Sites

GFY 2010**Underground Test Area Sub-Project**

Complete Frenchman Flat Monitoring Well Network Design

Soils Sub-Project

Complete Area 20 Soils CAUs CAIP
Complete Small Boy Soils CAU CAIP
Complete Sedan Soils CAU CAIP
Complete GMX Soils CAU CAIP
Complete Small Boy Soils CAU CADD/CR

GFY 2011**Underground Test Area Sub-Project**

Complete Frenchman Flats CADD
Complete Rainier Mesa/Shoshone Mountain Flow Model
Complete Western Pahute Mesa Drilling Program
Begin Western Pahute Mesa Well Development and Testing
Begin Yucca Flat/Climax Mine Drilling Program

Soils Sub-Project

Complete Pu Valley Soils CAU CAIP
Complete Area 20 Soils CAUs CADD/CR
Complete Sedan Soils CAU CADD/CR

GFY 2012**Underground Test Area Sub-Project**

Complete Yucca Flat/Climax Mine Transport Model
Complete Yucca Flat/Climax Mine CAIP Addendum
Complete Frenchman Flat CAP
Begin Central Pahute Mesa Well Development and Testing
Begin Frenchman Flat 5 Year Monitoring Program

Soils Sub-Project

Complete North Yucca Flat Soils CAU CAIP
Begin Johnnie Boy Soils CAU CAIP
Complete GMX Soils CAU CADD/CR
Complete Pu Valley Soils CAU CADD/CR

GFY 2013

Underground Test Area Sub-Project

Complete Central Pahute Mesa Drilling Program
Begin Rainier Mesa/Shoshone Mountain Drilling Program (pad preparation)
Complete Rainier Mesa/Shoshone Mountain CAIP Addendum
Begin Rainer Mesa/Shoshone Mountain Transport Model
Begin Yucca Flats/Climax Mine Well Development and Testing
Begin Western Pahute Mesa Tracer/Aquifer Test

Soils Sub-Project

Begin South Yucca Flat Soils CAU CAIP
Begin Buckboard Mesa Soils CAU CAIP
Complete North Yucca Flat Soils CAU CADD/CR
Begin Johnnie Boy Soils CAU CADD/CR
Begin South Yucca Flat Soils CAU CADD/CR

3.1 Site Characterization, Assessment and Remediation: The Contractor shall prepare assessment/characterization studies for all Sub-Projects and perform Streamlined Approach for Environmental Restoration (SAFER) activities for NNSA/NSO selected CAUs for the Soils and Industrial Sites Sub-Projects. The contractor shall perform all activities and documentation required for the assessment/characterization and SAFER activities, including, but not limited to the following: planning, technical studies, hazardous material handling, waste management, waste disposal, and field coordination. The contractor shall prepare Site Specific Health and Safety Plans (SSHASPs), Real Estate Operations Permits (REOPs), and Quality Assurance Project Plans (QAPPs).

3.1.1 Corrective Action Sites (CAS) and Corrective Action Units (CAUs): The Contractor shall prepare draft and/or final documents to assess/characterize CAUs to adequately determine the extent, nature, and concentration of contamination to support assessment/characterization studies. In addition, the Contractor shall identify and provide a rationale for the selection of a recommended corrective action alternative for each CAS. The Contractor shall prepare Corrective Action Investigation Plans (CAIPs), Corrective Action Decision Documents (CADDs), Closure Reports (CRs), CADD/CRs, and SAFER plans. These reports shall include, as applicable: historical data and site descriptions; geophysical investigations; data quality objectives (DQOs); SSHASPs; QAPPs; number, types, and location of sampling sites for multi-media, statistically determined to reduce decision error; analytical requirements; and waste management plans.

3.1.1.1 The Contractor shall prepare permit documentation for CAUs.

3.1.1.2 The Contractor shall determine for each CAS and/or each CAU, as appropriate, the physiography, geology, and hydrology; define the nature, extent, and volume of any contamination, including their physical, chemical, and radiological constituents, as well as their concentration in affected soil or groundwater.

3.1.1.3 The Contractor shall perform data integration activities necessary to describe: 1) the physical characteristics of each CAS and/or CAU, 2) the nature and extent of contamination, and 3) the contaminant data and transport mechanism. Data integration activities shall include the review of all existing literature applicable to assessment/characterization and SAFER activities.

3.1.1.4 The Contractor shall design and implement a groundwater assessment/characterization program leading to the development of a hydrologic model for the underground test area (UGTA) CAUs based on existing and new data obtained through characterization activities.

3.1.1.5 The Contractor shall verify and document for NSO EM approval the planned assessment/characterization and SAFER activities are in compliance with applicable environmental laws and regulations.

3.1.1.6 The Contractor shall complete SAFER projects as determined by NSO.

3.1.1.7 The Contractor shall manage all solid, hazardous, radioactive, and mixed waste generated by assessment/characterization and SAFER activities prior to its ultimate treatment, storage, and/or disposal.

3.1.1.8 The Contractor shall provide planning and management services for the identification, grouping, and prioritization of CASs and CAUs.

3.1.2 Sub-Projects

3.1.2.1 Soils

3.1.2.1.1 Background: Nuclear testing activities conducted at the NTS, TTR, and NTTR produced radionuclide contamination of near surface soils. The DOE NSO Environmental Restoration Soils Sub-Project objective is to characterize near surface soil contamination sites and perform corrective actions, where it is cost effective and there is a significant reduction in risk to human health and the environment. Activities for the Soils Sub-Project are required by the implementation of the FFACO Technical Strategy and are predicated on establishing site-specific Corrective Action Levels (CALs).

The Soils Sub-Project CAUs are divided into five groups, which parallel the categories presented in the FFACO:

1. Storage-Transportation Tests: GMX, Plutonium Valley, Project 57, Double Tracks, and Clean Slate Sites 1, 2, and 3.

2. Cratering Experiments: NTS Areas 10, 18, 20, and 30. (Sedan, Johnnie Boy, Danny Boy, Cabriolet/Palanquin, Schooner, and Buggy respectively)

3. Atmospheric Tests: South Yucca Flat (Areas 1, 3, 4, and 7), North Yucca Flat (Areas 2, 8, 9, and 10), Frenchman Flat (Area 5 and 11), Buckboard Mesa (Area 18) and Small Boy. This grouping also includes small restricted areas of contamination produced by unplanned venting of subsurface tests.

4. Hydronuclear Experiments: Hydronuclear Tests.

5. Nuclear Rocket Engine Experiments: Nuclear Rocket Engines (This CAU includes surface soil contamination not addressed by the Industrial Sites Sub-Project.)

The objective of the Soils Sub-Project is to reduce the risk to human health and the environment through implementation of a cost-effective corrective action strategy. This strategy encompasses CAU characterization, assessment, corrective action evaluation, and corrective action implementation.

For the Soil Sub-Project sites, where it is cost effective and there is a significant reduction in risk to human health and the environment, corrective actions will be performed. For the Soil Sub-Project sites, where it is not cost effective and a significant reduction in risk to human health and the environment cannot be achieved, corrective actions are not anticipated. For the Soils Sub-Project sites within designated future testing areas, corrective actions are not anticipated. The future testing area sites are defined in the Nevada Test Site Environmental Impact Statement (EIS) and Nevada Test Site Resource Management Plan (RMP).

For each Soil Sub-Project CAU, a site-specific CAL will be established that allows for release of the CAUs in accordance with agreed upon designated land uses that are in accordance with the Nevada Test Site EIS and RMP. The CAL is based on a dose criterion of 25 millirem per year (mrem/yr) and concurrence with identified decision makers on future land use scenarios, dose calculation methodology, and dose calculation input parameters. The CAL is required by DOE Orders to have an as-low-as-reasonably-achievable (ALARA) analysis performed. Fieldwork is performed as authorized by NSO applicable directives, including the REOPs.

3.1.2.1.2 Corrective Action Investigation Plan (CAIP): The Contractor shall prepare a CAIP that includes: a historical literature review and historic evaluation, a description of the data quality objectives (DQOs), preliminary risk (dose) assessment (if applicable), and site characterization scope of work. NEPA mandated Environmental Assessment (EA) documentation is not required because remaining uncharacterized Soils Project CAUs are included in the Environmental Impact Analysis and Record of Decision for the NTS EIS. The Contractor is responsible for document production, reproduction, and distribution of a draft CAIP for NSO, NDEP, and contractor review. The Contractor shall ensure each CAIP conforms to the approved Standardized Outline. The Contractor shall resolve NSO and other contractor comments by providing a response to comments using a document review sheet form. Nevada Department of Environmental Protection (NDEP) comments shall be addressed by the Contractor and a copy of the document review sheet shall be included as an appendix in the final CAIP document for review by NSO and NDEP. After NDEP approval, the contractor shall prepare a Portable Document Format (PDF) conversion and submit the final CAIP to the DOE Office of Scientific and Technical Information (OSTI) and the Public Reading Facilities identified in the FFACO (PRFs).

For Soils Sub-Project CAUs with areas of contamination greater 20 hectares, the Management and Operating (M&O) contractor will use an aerial-based detection system to establish the horizontal extent of contamination. A ground-based detector platform is also used by the M&O contractor, when appropriate, to determine the depth of contamination, isotopic ratios, and to verify that hot spots do not exist that may bias the aerial and ground-based detector system results. For Soils Sub-Project CAUs with areas of contamination less than 20 hectares, only ground-based detector systems are utilized by the M&O contractor. After in situ radiological surveys are completed, the contractor shall conduct soil sampling to further characterize the Ground Zero and suspected burial areas, as required.

3.1.2.1.3 Corrective Action Decision Document (CADD)/Closure Report (CR):

The contractor shall prepare a CADD/CR that discusses the scope and substance of activities used to identify, evaluate, and recommend why no further corrective action is necessary; how and why any required use restrictions will be applied; and basis for implemented closure activities, including such actions as long-term surveillance and monitoring, as part of a post-closure monitoring program. The CADD/CR shall include a corrective action investigation summary including a discussion of results, justification for no further corrective action, a data assessment, a risk assessment, if applicable and a summary of closure activities. CADD/CR document preparation activities include: obtain peer reviews (as identified by NSO) and perform technical editing of the document; provide document production, reproduction, and distribution of a draft CADD/CR for NSO, NDEP, and contractor review; provide technical support during the review period; address and resolve NSO, NDEP, and contractor review comments and prepare document review sheets; revise the draft document based on review comments and publish a final document for NSO and NDEP review. The contractor shall research and resolve any comments and prepare a comment response form. NDEP comments shall be addressed within the final document and a copy of the document review sheet shall be issued as an appendix. After NDEP approval, the contractor shall prepare a PDF conversion and submit the final CADD/CR to OSTI and the PRFs.

3.1.2.2 Underground Test Area (UGTA)

3.1.2.2.1 Background: The scope of the UGTA Sub-Project is to define the site-specific hydrologic boundaries encompassing groundwater resources on the NTS and at off-site locations that may be unsafe for domestic or municipal use and to perform data analysis and modeling activities to allow informed decisions that ensure risk to public health and the environment posed by impacted groundwater are, and will remain, within protective levels.

Work scope activities for a CAU are driven by the implementation of the FFACO technical strategy. CAU specific modeling is required to determine the location of the contaminant boundary and design the corrective action monitoring well system. These activities provide the complete basis for a CADD for regulatory approval. Corrective action involves the completion of the closure activity recommended in the CADD. Compliance with the closure criteria leads to a CR and notice of completion from NDEP. All UGTA CAUs have Nevada Department of Environmental Protection (NDEP) approved CAIPs in place, but may require Addendums. Work required as part of the development of the CAIPs included

performing a preliminary analysis of existing data; developing data quality objectives and identification of activities necessary to meet CAI objectives. All CAIPs were consistent with agreed upon outlines developed by NSO and NDEP.

3.1.2.2.2 Correction Action Investigation Plan (CAIP):

DOE developed and prepared CAIP for all CAUs within the UGTA Subproject. The CAIP was prepared in accordance with the FFACO and Data DQO process. The CAIP met the informational requirements of the “Annotated Outline for UGTA Corrective Action Investigation Plan which included a description of the CAU, a summary of the DQO process results, the proposed Corrective Action Investigation (CAI), and a description of and rationale for any planned field investigations.

The CAI provides the plans for the conduct of the investigation that will be carried out, and the details of field investigations and data collection and data analysis activities identified as necessary to better model the physical system. The CAU-scale flow and contaminant transport modeling will also be planned and developed in the CAI, including the modeling steps, flow and transport code selection, and flow model calibration and verification.

During the development of the CAIP, DOE met with NDEP. NDEP was then given the opportunity to review the draft version of the CAIP and identify any deficiencies. Field investigations, data collections, and analyses identified during the development of the CAIP as part of the CAI were not initiated without NDEP approval.

DOE evaluated new and existing data to determine if the data set allowed for the development of an acceptable flow and contaminant transport model, and provided the data evaluation results to NDEP.

After DOE completed its evaluation of existing and new data, and after NDEP reviewed the information that was provided by DOE, it was determined that the data are not adequate to develop a contaminant boundary, however it was determined that the strategy is achievable, and a second phase of the CAI, “Phase II,” will require DOE to develop and prepare an addendum to the CAIP and collect additional data.

The CAIP addendum will address the identified data needs, how these data needs are translated to requirements, and what additional work activities will be conducted that are expected to address and/or satisfy these requirements.

Due to the need for additional data acquisition, the Contractor shall prepare CAIP Addendums. The Contractor shall prepare a CAIP Addendum which conforms to the approved Standardized Outline. The Contractor, with technical assistance from project participants, as needed, shall answer questions and provide technical support during NDEP's review of the CAIP Addendum; prepare a formal NDEP comment response document; provide support during comment resolution; and revise the CAIP Addendum following comment resolution. After NDEP approval, the Contractor shall prepare a PDF conversion and submit to OSTI and the PRFs.

The CAIP Addendum shall describe additional data analysis and modeling activities, as well as, any new data collection activities required to further reduce uncertainty in the determination of a contaminant boundary. NSO will convene an expert panel, which includes a representative from NSO and a representative from each contractor supporting the sub-project, to evaluate reduction of uncertainty associated with data acquisition alternatives and compare results with costs to acquire data. The Contractor shall prepare a report documenting the process and results. Data are acquired through field and laboratory studies to supplement significant data gaps determined as a result of initial data analysis and modeling activities. The Contractor's data analysis shall include assembly, interpreting, and documenting existing and newly acquired data pertinent to the development and completion of the CAU flow and transport models. The data analysis volumes shall serve as a primary reference to the CAU modeling effort. The Contractor shall develop the CAU-specific risk-based contaminant boundary based upon the development and verification of a flow and transport model.

3.1.2.2.3 Corrective Action Decision Document (CADD): The Contractor shall prepare the CADD. The scope of the CADD involves determination of the contaminant boundary location and the design of a monitoring well system, including selection of monitoring parameters and developing the performance criteria for the monitoring network. Computer modeling predictions shall be the primary basis for determining the location of contaminant boundary and designing the monitoring well network. The Contractor shall summarize the results of the corrective action investigation in the CADD and shall specify the recommended corrective action alternative. The CADD shall be consistent with FFACO requirements and is reviewed and approved by the NSO and NDEP. The CADD shall be prepared following the UGTA-specific outline agreed upon by the State of Nevada and the DOE. The CADD shall include documentation on the CAI process and results; a discussion on the rationale for selection of monitoring parameters; development of performance criteria; design of a CAU specific monitoring network; and discussion of the plan for the five year monitoring program (Proof of Concept). The Contractor shall research and resolve any comments and prepare a comment response form. NDEP comments shall be addressed within the final document and a copy of the document review sheet shall be issued as an appendix. After NDEP approval, the Contractor shall prepare a PDF conversion and submit the final CADD to OSTI and the PRFs.

3.1.2.2.4 Corrective Action Plan (CAP): The M&O contractor will prepare the CAP which will be derived from the CADD and will contain details on the implementation of the corrective action proposed for the CAU. The Contractor shall provide technical support to the M&O contractor during the preparation of the CAP. This technical support shall include responding to information calls, contributing to the sections describing the implementation of the selected corrective action, reviewing information prepared by the M&O contractor, and preparing other materials for inclusion in the draft CAP. Once the draft CAP is completed, activities performed by the Contractor shall include reviewing the draft CAP, preparing formal comments, and providing support to NSO and the M&O contractor during the DOE review phase of the CAP. The M&O contractor will lead the DOE review of the draft CAP. The Contractor shall conduct a technical review of the draft CAP commensurate with their technical oversight role. The review shall be detailed to ensure that the CAP is consistent with the CADD and

the proposed corrective action. Review comments shall be recorded on DOE document review sheets (DRSs).

The main product of this effort is a set of formal comments that the Contractor shall deliver to the M&O contractor at the end of the review period. The Contractor shall support to the M&O contractor in answering reviewer's questions on an as-needed basis. Once internal review of the draft CAP has been completed, the M&O contractor will submit the CAP to NDEP for review. The M&O contractor will lead the NDEP review of the CAP. The Contractor shall support the M&O contractor and DOE during the review. Activities shall include providing support to NSO and the M&O contractor during the review phase of the document by answering NDEP questions or fulfilling information calls, and preparing and/or reviewing comment responses. After NDEP approval, the M&O contractor will prepare a PDF conversion and submit the final CAP to OSTI and PRFs.

3.1.2.2.5 Field Activities

3.1.2.2.5.1 Well Drilling Program: The UGTA well drilling program involves several contractors with various responsibilities. During well drilling and completion, the Contractor shall provide, at a minimum, the following:

- Provide on-site technical and scientific support for well design and construction, drilling operations, and geological and geophysical interpretation.
- Document and report well-site activities on a 24-hour basis as they relate to drilling, well construction, and technical and science-related operations.
- Provide specific detailed monitoring information for each well to satisfy fluid management requirements. Fluid management monitoring shall include analysis of tritium and lead in make-up water and discharge fluids.
- Provide water quality monitoring information for each well to determine the nature and chemistry of the groundwater. Water quality monitoring parameters shall consist of pH, conductivity, and temperature. Additional monitoring shall be required on a well-specific basis.
- Monitor and maintain the introduction of groundwater tracers to determine groundwater production during drilling.
- Collect geologic samples (e.g., rock cuttings and/or core) and prepare detailed descriptions.
- Collect, process, and submit fluid management, well discharge, and groundwater samples for off-site analysis.
- Provide waste management oversight for the appropriate handling of waste and/or hazardous materials.
- Manage investigation-derived waste (IDW) in accordance with plans and procedures.
- Obtain water-level measurements from boreholes and constructed wells.
- Document the volumes and nature of drilling fluids used in downhole applications per the Fluid Management Plan (FMP).
- Monitor and document the volumes of fluids and solids produced as effluent from drilling operations.
- Collect swipe samples and analyze for tritium using a liquid scintillation instrument, or equivalent, to support "unrestricted release" of material (e.g., samples and equipment).

- Collect and document various drilling parameters.
- Provide environmental and regulatory support for fluid management, analysis, and approval of process material.

3.1.2.2.5.2 Well Development and Testing: During well development and testing the Contractor is responsible for implementing project plans and policies and coordinating with NSO representatives and other participating contractors. The Contractor is responsible for defining the scope of work and designating the necessary resources to complete the work; shall serve as the primary point-of-contact for resolution of technical, resource, and scheduling issues; is responsible for overall supervision of field operations, ensuring that work is performed according to plans, procedures, and quality control protocols; shall review work practices, analyze hazards, implement mitigating controls, and perform safety inspections ensuring commitment to Integrated Safety Management System (ISMS) principles; is responsible for assessing environmental compliance practices and coordinating waste management activities; and is responsible for performing surveillances on field activities to ensure adherence to plans and procedures.

3.1.2.3 Industrial Sites

3.1.2.3.1 Background: CASs located on the NTS and TTR where activities were conducted that supported nuclear testing activities are grouped as Industrial Sites. Industrial Site CASs is grouped into CAUs based on four criteria: (1) responsible party (2) site function, (3) geographic location, and (4) length of time needed to complete the action. CASs are first be assigned to CAUs based on the agency responsible for the investigation and/or corrective action. CASs is then grouped by function when they shared similar technical issues and waste types. CASs with similar functions are grouped geographically with other CASs to facilitate corrective actions. Finally, CASs are grouped into CAUs according to the length of time needed to complete the corrective actions.

Corrective actions for Industrial Site CAUs will range from no action to clean closure. The types of corrective actions may be as simple as small, isolated housekeeping site source removals to large-scale, multi-faceted projects addressing shallow groundwater and subsurface soil contamination. To further define the corrective actions for the wide range of Industrial Sites, the overall corrective action process has been subdivided into three possible process flowpaths:

(1) the housekeeping process, (2) the SAFER process, and (3) the complex process. Decisions to use specific processes are based on the complexity of the CAS conditions and the possibilities of choosing corrective action alternatives before investigations are complete.

The preparation of plans and their contents will correspond with the complexity of each CAU and the chosen corrective action process. If appropriate, each CAU will have a CAIP. The CAIP will contain or reference all necessary management and technical information. Optional CAU work plans may be written and referenced if information applies to all CASs in a CAU, or if CAUs are sufficiently similar to facilitate the use of common information.

CADDs, CAPs, and CRs will be prepared, as necessary, to guide and document corrective action decisions and activities. If sufficient information exists at a particular CAU to plan the corrective actions prior to completion of the investigation, a SAFER Plan may be prepared. This plan will contain all the necessary elements usually found in CAIPs, CADDs, and CAPs.

3.1.2.3.2 Corrective Action Investigation Plan: The Contractor shall ensure each CAIP includes: historical knowledge about the site and operations; DQOs; peer reviews and technical editing of the document. The Contractor is responsible for document production, reproduction, and distribution of a draft CAIP for NSO, NDEP, and contractor review. The Contractor shall ensure each CAIP conforms to the approved Standardized Outline. The Contractor shall research and resolve any comments and prepare a comment response form. NDEP comments shall be addressed within the final document and a copy of the document review sheet shall be issued as an appendix. After NDEP approval, the Contractor shall prepare a PDF conversion and submit the final CAIP to OSTI and the PRFs.

3.1.2.3.3 Corrective Action Decision Document (CADD): Activities performed by the Contractor shall include CAI; analytical work; waste management and disposal; and CADD preparation.

3.1.2.3.3.1 Corrective Action Investigation: Plan and perform the field investigation. Specifically, the effort includes the following activities: perform required NEPA activities; prepare a SSHASP to guide all planned field operations; prepare a sampling instruction set to provide specific direction to the sampling crew with respect to procedures used for all aspects of sampling, decontamination, sample packaging, and shipping; prepare a REOP and a FMP to identify key personnel for the field activities; provide all necessary services and logistical support for the field effort; assemble the field crew; conduct a readiness review; and otherwise prepare for the effort. A “pre-field” briefing shall be held and the field crew shall mobilize to the project site, perform the field investigation as specified in the CAIP, and demobilize from the site.

3.1.2.3.3.2 Analytical Work: Perform chemical, radiological, and physical parameter analyses on samples acquired during field operations, as required by the CAIP. Full analytical data packages shall be obtained for characterization samples. All samples shall undergo Tier I and II data validation and five percent of the samples shall be submitted to an off-site laboratory for Tier III data validation. Support activities shall include laboratory coordination, data tracking and assessment, and posting analytical results in the Common Data Repository (CDR).

3.1.2.3.3.3 Waste Management and Disposal: Provide waste management services for all site Investigation Derived Waste (IDW) generated during the field investigation, to include periodic inspections. Waste records and manifests shall be prepared and maintained with copies provided to the M&O contractor. A waste characterization profile is completed to determine the appropriate waste classification. For radioactive waste, a waste profile is prepared demonstrating compliance with the NTS waste acceptance criteria (NTSWAC) for Radiological

Waste Acceptance Plan (RWAP) approval. Disposal services shall be provided for all non-hazardous and hazardous waste generated at TTR. Radioactive waste, and all NTS-generated waste, shall be disposed in coordination with the M&O contractor's Waste Management Division.

3.1.2.3.3.4 Corrective Action Decision Document Preparation (CADD):

Prepare a CADD that consists of a corrective measures study, and an investigation report as an appendix that presents the data collected in the field. Preparation activities include: perform peer reviews and technical editing of the document; provide document production, reproduction, and distribution of a draft CADD for NSO, NDEP, and contractor review; provide technical support during the review period; address and resolve NSO, NDEP, and contractor review comments and prepare document review sheet; revise the draft document based on review comments and publish a final document for NSO and NDEP review. The Contractor shall ensure each CADD conforms to the approved Standardized Outline. The Contractor shall research and resolve any comments and prepare a document review sheet. NDEP comments shall be addressed within the final document and a copy of the document review sheet shall be issued as an appendix. After NDEP approval, the Contractor shall prepare a PDF conversion and submit it the final CADD to OSTI and the PRFs.

3.1.2.3.4 Streamlined Approach For Environmental Restoration (SAFER):

Activities performed by the Contractor shall include preparing a SAFER Plan and conducting field work.

3.1.2.3.4.1 SAFER Plan: Based on Preliminary Assessment information and a site visit, limited sampling activities shall be conducted to determine the type of waste disposal required. A SAFER justification letter shall be prepared and transmitted to NSO and NDEP. A draft SAFER Plan and engineering drawings/as-built drawings shall be prepared. The SAFER Plan shall be prepared according to the Standardized Outline agreed upon by NSO and NDEP and shall incorporate the DQO process. An internal review/comment resolution activity sequence shall be conducted. The draft SAFER Plan shall be submitted to NSO and NDEP for review/comment. Comment resolution shall be completed and a final SAFER Plan shall be prepared. The final SAFER Plan shall be transmitted to NSO and NDEP. NDEP approves final SAFER Plan and/or requires modification to the document. After NDEP approval, the Contractor shall prepare a PDF conversion and submit the final SAFER Plan to OSTI and the PRFs.

3.1.2.3.4.2 Field Work: Prepare a REOP, SSHASP, Work Packages, Field Management Plan (FMP), NEPA Checklist, and Radiation Work Permits (RWP), for the closure activities. If required, the Contractor is responsible for holding an ALARA meeting. Readiness Review and "pre-field" briefing shall be conducted prior to mobilization of labor and equipment to the closure site. Waste shall be characterized, stored, transported, and disposed in accordance with applicable regulations/requirements.

3.1.2.3.5 Decontamination and Decommission (D&D) SAFER: Activities performed by the Contractor shall include preparing a D&D SAFER Plan and conducting D&D SAFER field work.

3.1.2.3.5.1 D&D SAFER Plan: The SAFER Plan and the D&D Plan will be reviewed and approved by NDEP and NSO. The SAFER Plan shall conform to the approved Standardized Outline and shall incorporate the DQO process. The following areas shall be reviewed: quality assurance, quality control, technical editing, peer review, regulatory compliance, and health and safety. Following completion of the draft document review, comment resolution shall be performed and a comment response form shall be completed. NDEP comments shall be addressed within the final document and a copy of the document review sheet shall be included in the final version of the document as an appendix. After NDEP approval, the Contractor shall prepare a PDF conversion and submit the final D&D SAFER Plan to OSTI and the PRFs.

3.1.2.3.5.2 D&D SAFER Field Work: D&D activities shall consist, of the following activities; decontamination of radiological impacted surfaces and the removal of radioactively impacted items, removal/disposal of hazardous materials from the building, and removal/disposable of asbestos containing material from the building.

3.1.2.3.6 Closure Report (CR): The Contractor shall prepare a CR to document closure activities for the CAU. Activities associated with finalizing the CR document shall include completing and recording Use Restrictions; preparing a draft CR which conforms to the approved Standardized Outline and shall include Use Restrictions and/or engineering as-built drawings. The Contractor shall distribute the draft CR to NSO, NDEP, and M&O contractor for review and shall prepare responses to comments on DRSS. The Contractor shall submit the Final CR to NSO and NDEP for approval. After NDEP approval, the Contractor shall prepare a PDF conversion and submit the final CR to OSTI and the PRFs.

3.2 PROGRAM SUPPORT

The Contractor shall provide technical support to assist NSO in planning, management, and execution of the NSO EM Program. The required services include:

3.2.1 Project Controls (Scope, Schedule, and Cost Planning, Budgeting, Executing and Reporting)

3.2.1.1 Background: The NSO EM Program life-cycle baseline is the document that identifies the scope, schedule and cost from the beginning to the end of the ERP. The baseline has been reviewed by the DOE Office of Engineering and Construction Management (OECM), and is under DOE EM configuration control. The NSO EM Program is currently in the Critical Decision (CD) 2/3 phase. The scope of the life-cycle baseline describes the structure of the Environmental Restoration's technical work and identifies the objectives to be achieved throughout the duration of the project. The life-cycle baseline schedule identifies dependencies and completion time-frames as constrained by assumed funding and resource limitations. Cost information in the baseline depicts the labor, services, and materials required to accomplish the technical scope. The life-cycle baseline provide technical, schedule, and cost details for the historical progress and planned execution of future work. The EM Program life-cycle baseline is maintained under configuration control within the NSO's Environmental Management Information System (EMIS). The EMIS supplies the primary framework

for management, control, and retention of earned value management data. The functions and controls within EMIS were designed for use as an EVM compliant system. EMIS is used by NSO environmental sub-projects and contractors as the central life-cycle baseline data control and reporting system and overall EM Program data repository. Outside of EMIS, the Contractor shall maintain its own systems and software for specific baseline development purposes.

3.2.1.2 Project Life Cycle Management

The Contractor shall prepare a Project Execution Plan (PEP) and a Risk Management Plan (RMP) to establish the policies and procedures to be followed to manage and control the execution of activities required by this PWS. The Contractor shall coordinate with other contractors to integrate information into the PEP and RMP for all contracts; evaluate and recommend improvements; and update the PEP and RMP for the NSO EM Program.

The Contractor shall maintain the EM program life-cycle baseline to assist NSO EM in achieving program, project, and sub-project objectives. This shall include a full description of the scope of work for each work package, including technical and regulatory requirements; detailed schedules for the associated activities, including start and finish dates, logic diagrams, critical path analyses, associated milestones, and potential risk factors; and detailed cost estimates, including labor, hours, organizational burden, indirect, support costs, material, equipment, subcontracts, contingency, escalation, and risk factors. The Contractor shall coordinate with the other contractors supporting the EM Program to consolidate data for all project activities and contracts into the Environmental Management Information System (EMIS) in accordance with DOE direction and evaluate and reconcile the data to ensure quality and accuracy of deliverables.

The Contractor shall process, integrate, track, analyze, and report data for the entire ERP concerning the following areas: project management, project control, life-cycle planning, performance measurement, budget formulation and execution, and financial management.

The Contractor shall prepare annual work authorization documentation to assist NSO in achieving EM objectives. The Contractor shall track and report (including EMIS updates) obligations and costs by individual funding source, and provide support to NSO to ensure that obligations and costs do not exceed available funding levels.

The Contractor shall develop a Performance Baseline (PB) for the activities required by this PWS. The Contractor shall support NSO in integrating PB information from all ERP contracts into the EMIS. The Contractor shall evaluate and recommend improvements, and review, revise, and finalize the EMIS baseline.

The Contractor shall support NSO in planning and managing the Critical Decision (CD) approval process to ensure that the form and content of all documents and actions required for CD approval meet the NSO requirements. The Contractor shall coordinate with other contractors to ensure all requirements for approval are met. The Contractor shall support NSO in integrating and consolidating information and documents to represent the total EM Program. The Contractor shall compile the package, presentation, and any other materials needed to obtain CD approval.

3.2.1.3 Earned Value Management

The Contractor shall comply with applicable Earned Value Management System (EVMS) requirements including the American National Standards Institute (ANSI) EVMS standard (ANSI/EIA-748-1998).

The Contractor shall prepare, process, and implement scope, cost, schedule, and technical change control for life-cycle and execution year baselines.

3.2.2 Program Integration

The Contractor shall prepare regulatory agreement, performance measurement, and progress tracking reports to assist NSO in tracking and measuring progress towards meeting established baselines and milestones.

The Contractor shall prepare comprehensive program, project management, health and safety, quality assurance plans, and required NEPA documentation.

The Contractor shall participate in meetings, conference calls, conferences, and other similar forums relating to program integration responsibilities and shall be available to respond to informal NSO requests for information related to Integrated Project Management.

The Contractor shall provide consolidated data to NSO, as requested, in the form of reports, briefing materials, planning and budgeting submittals, and data calls.

3.2.3 Regulatory and Policy Review

The Contractor shall review and analyze new and current laws, regulatory requirements and policy guidance, and recommend strategy and policy alternatives to assist in managing to achieve program, project, and Sub-Project objectives. The Contractor shall provide technical support in developing, monitoring, and implementing a variety of agreements with Federal, state and local government agencies to assist in managing the NSO EM activities.

3.2.4 Database Management

The Contractor shall provide database services including maintenance of existing NSO, program, and project-specific databases identified in the supporting documents. The databases contain information for the EM baselines, regulatory compliance, and technical data including geological, hydrological, geophysical, and meteorological data. Contractor shall also provide upgrades to existing databases; configuration management of data; maintenance of hardware associated with the systems; maintenance of software agreements associated with the systems; and shall purchase equipment to ensure systems remain compliant and capable of meeting program requirements.

3.2.5 Records Management

The Contractor shall provide records management in accordance with appropriate regulations and applicable DOE directives. The records management activities must be coordinated closely with the various Sub-Project activities since records are an integral part of the FFACO process. The Contractor shall manage these records through all phases of their life cycle including; creation, collection, maintenance, use, and disposition. The Contractor shall provide records management services and maintain responsibility for records in a variety of forms such as, paper, audiovisual, photographs, and electronic media.

3.2.6 Field Characterization/Remediation and Laboratory Analysis

3.2.6.1 The Contractor shall utilize the appropriate field screening techniques to aid the characterization/remediation process. The Contractor shall collect samples of sufficient quality and quantity to meet project DQOs and NSO requirements for compliance with the FFACO, and other state requirements.

3.2.6.2 The Contractor shall validate characterization/remediation data, and verify that it meets the project data quality objectives, and NSO requirements for compliance with the FFACO, and other state requirements.

3.2.6.3 The Contractor shall participate in the DOE Consolidated Audit Program (DOECAP) by using DOECAP audited laboratories. The Contractor shall have several laboratories on call to provide analysis for large sample volumes and specialty analyses. The Contractor shall also provide an auditor to participate on the DOECAP audit team.

3.2.7 Public Involvement Activities

3.2.7.1 The Contractor shall provide integration, coordination, support, and implementation of EM public involvement activities.

The Contractor shall develop and maintain NSO EM communication products such as the Public Involvement Plan (PIP), meeting presentations, videos, etc. The Contractor shall provide a comprehensive array of products and services in support of both internal and external communications as well as stakeholder involvement initiatives. The Contractor shall also develop a broad array of communications products tailored to meet the needs of EM projects to promote public interest in and understanding of DOE EM-related issues, including multimedia presentations, fact sheets, brochures, newsletters, videos, exhibits, posters, displays, graphics, and web-based information products.

The Contractor shall support and coordinate the EM PIP, which includes all stakeholder meetings, topic-specific public workshops, intergovernmental relations activities, and interactions with federal, state, local, and tribal government entities, oversight groups, regulatory agencies, public interest groups, the Nevada business community, other stakeholders and the public. The Contractor shall support community outreach initiatives, which features environmentally-focused informational products at a wide variety of community events throughout the State of Nevada.

The Contractor shall also be responsible for coordinating photo and video documentation of field programs and activities for use in the development of products. Additionally, the Contractor shall assist NSO in preparing briefings and communications materials for both internal and external audiences.

3.3 TRAVEL

The Contractor may be required to travel by Government provided transportation.

4.0 REPORTS, DATA, AND OTHER DELIVERABLES

The Contractor shall prepare and submit reports in accordance with Reporting Requirements Checklist in Section J, Attachment 2.

ACRONYMS

ALARA	As-Low-As Reasonably Achievable
CADD	Corrective Action Decision Document
CAIP	Corrective Action Investigation Plan
CALs	Corrective Action Levels
CAP	Corrective Action Plan
CAS	Corrective Action Sites
CAUs	Corrective Action Units
CR	Closure Report
D&D	Decontamination and Decommission
DOE	Department of Energy
DOECAP	DOE Consolidated Audit Program
DQOs	Data Quality Objectives
DTRA	Defense Threat Reduction Agency
EA	Environmental Assessment
EIS	Environmental Impact Statement
EM	Environmental Management
EMIS	Environmental Management Information System
ERP	Environmental Restoration Project
EVMS	Earned Value Management System
FFACO	Federal Facility Agreement & Consent Order
FMP	Field Management Plan
IDW	Investigation-Derived Waste
LM	Legacy Management
M&O	Management and Operating
NDEP	Nevada Department of Environmental Protection
NEPA	National Environmental Policy Act
NSO	Nevada Site Office
NTS	Nevada Test Site
NTTR	Nevada Test & Training Range
OECM	Office of Engineering and Construction Management
OSTI	Office of Scientific & Technical Information
PB	Performance Baseline
PDF	Portable Document Format
PEP	Project Execution Plan
PIP	Public Involvement Plan
PSG	Program Support Group
PWS	Performance Work Statement
QAPPs	Quality Assurance Project Plans
REOP	Real Estate Operation Permits
RM	Resource Management Plan
RWAP	Radiological Waste Acceptance Plan
SAFER	Streamlined Approach for Environmental Restoration
SSHAPs	Site Specific Health & Safety Plans
TTR	Tonopah Test Range
UGTA	Underground Test Area
WMP	Waste Management Project

6. SPECIAL INSTRUCTIONS (Attachments)

**ATTACHMENT
REPORT DISTRIBUTION LIST**

Requirements	Frequency	Address Distribution (See Page 3)
Milestone Schedule/Plan	As Required (Includes electronic transmission of Environmental Management financial data to Environmental Monitoring Information System (EMIS) Coordinator)	B, D, G
Milestone Schedule/Status	Monthly	B, D
Cost Management Report	Monthly: by noon (Eastern Time) on the last business day of the month	H
Cost Performance Reports	Monthly (Submitted as part of monthly invoicing through VIPERS.)	C
Topical Report	As identified by Program Manager and Scheduled in approved Task Plan	B,E
Final Technical Report	As Required	B,E
Draft for Review	As identified by Program Manager and Scheduled in approved Task Plan	D
Final for Approval	As identified by Program Manager and Scheduled in approved Task Plan	D
Security Plan	With Proposal or Significant Changes	B
OSHA Statistical Report	Quarterly	B
Progress Report	Monthly (Includes electronic transmission of Environmental Management financial data to Environmental Monitoring Information System (EMIS) Coordinator)	G
SF 294 Subcontracting Reports for Individual Contracts	Semiannual	F
SF 295 Summary Subcontract Reports	Annual	F
DOE F 4300.3 DOE-Owned Plant and Capital Equipment.	Semiannual	A, B
Annual Training Plan	Annual	A, B
Annual ADPE Plan	Annual	A, B
Transition Plan	With Proposal or Significant Changes	A, B
EMIS Requirements	As Required	Electronic through EMIS
ISM Program Description	With Proposal or Significant Changes and Annual	A, B
Documents required in J.1	As Required	A, B, D
Project Milestones	As Required	A, B
Worker Health and Safety Program Plan as required by 10 CFR 851	Prior to commencing work on contract or upon Significant Changes	A, B
Quality Assurance Plan as required by DOE O. 414.1C	Prior to commencing work on contract or upon Significant Changes	A, B
Radiation Protection Plan as required in 10 CFR 830 Subpart A.	Prior to commencing work on contract or upon Significant Changes	A, B
OCI Compliance Plan	Prior to commencing work on contract up upon Significant Changes	A, B

List of Addresses

- A. NNSA Nevada Site Office
Attn: Laura J. Haverlock
P. O. Box 98518
Las Vegas, NV 89193-8518
- B. NNSA Nevada Site Office
Attn: Environmental Restoration Federal
Project Director (COR)
P. O. Box 98518
Las Vegas, NV 89193-8518
- C. Oak Ridge Financial Service Center's (ORFSC)
Vendor Inquiry Payment Electronic Reporting System (VIPERS)
<http://finweb.oro.doe.gov/vipers.htm>
- D. Federal Project Directors As Defined In Each Task Assignment
NNSA/Nevada Site Office
P.O. Box 98518
Las Vegas NV 89193-8518
- E. OSTI E-Link System: www.osti.gov/elink/
- F. ESRS: <https://esrs.symplicity.com/>
- G. Environmental Monitoring Information System (EMIS) Coordinator:
<http://empcs.nv.doe.gov/emis/default.asp>
- H. Energy Finance and Accounting Service Center: Costing@hq.doe.gov

REPORTING REQUIREMENTS CHECKLIST

PURPOSE

The checklist identifies and communicates additional reporting requirements, which are not otherwise set forth in a DOE/NNSA contractual agreement. It will be included as part of the contractual agreements. The checklist will be completed for each contract or financial incentives agreement.

INSTRUCTIONS

Item 1. Enter the title of the project as indicated in the procurement request, contract, interagency agreement, initiating memorandum, or official award, as appropriate.

Item 2. Enter the identification number of the procurement request, contract award, or financial incentives agreement, as appropriate.

Item 3. Enter the name and address of the participant.

Item 4. Check spaces to indicate plans and reports selected. For each reporting requirement selected, indicate the frequency of delivery using one of the frequency codes from Item 5. The addressees to who reports will be sent and the total number of copies required will be referenced in an attached coded distribution list.

Note: Frequency codes represent specific reporting frequencies for each selected report. The frequencies are recommended in the solicitation and negotiated prior to award. The number of copies required and the addressees are similarly finalized prior to award.

Item 5. This item lists the possible frequency codes to be applied in the selection of reporting requirements.

Item 6. Attach special instructions as necessary. Check the appropriate box(es).

Item 7. Signature of person preparing checklist and the date prepared.

Item 8. Signature of person reviewing the checklist and date reviewed.

**NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE**



DRAFT

PERFORMANCE-BASED

AWARD FEE PLAN

FOR

Environmental Characterization and Remediation Services

Solicitation No. DE-RP52-08NA28091

Contract No. DE-AC52-08NA_____

PART I OF II

EVALUATION PERIOD: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

PART I OF II
PERFORMANCE-BASE AWARD FEE PLAN

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AWARD FEE DETERMINATION PLAN (PLAN)

A. INTRODUCTION

1. This Plan (Also see Attachment A) covers the administration of the award fee provisions of contract number DE-AC52-08NA_____, effective October 1, 2008, with _____, hereafter referred to as the Contractor. The contract was awarded after completion of competition in accordance with the provisions of request for proposal number DE-RP52-08NA28091.
2. The following matters, among others, are covered in the contract:
 - a. The Contractor is required to provide environmental characterization and remediation services on the Nevada Test Site (NTS) and the Tonopah Test Range (TTR) and other such related duties as may be directed by the Contracting Officer or the Contracting Officer's Representative.
 - b. The term of the contract is from October 1, 2008, through September 30, 2013, if all options are exercised.
 - c. The estimated cost and award fee pool for each contract period is subject to the award fee evaluation as set forth in the contract.
 - d. The estimated cost and award fee pool are subject to equitable adjustments on account of changes or other contract modifications.
 - e. The award fee earned and payable will be determined periodically by the Fee Determination Official (FDO) in accordance with this Plan. The FDO is the Deputy Assistant Manager for Environmental Management at the NNSA Nevada Site Office (NNSA/NSO).
 - f. Award fee determinations are not subject to the Disputes clause of the contract.
 - g. The contracting officer (CO) may unilaterally change the matters in this Plan, providing the Contractor receives notice of the changes at least 30 calendar days prior to the beginning of the evaluation period to which the changes apply.
3. The objective of the award fee provisions of the contract is to afford the Contractor an opportunity to earn increased fee commensurate with the achievement of optimum contract performance. Optimum performance is not necessarily equated with the highest level of performance achievable in all incentivized areas. Rather, it represents the most favorable degree of performance obtainable in light of the Contractor's most effective utilization of available resources. It is the expectation of the NNSA/NSO for the Contractor to perform at the highest levels of excellence; however, the standard anticipated rating level of a competent contractor equates to a satisfactory performance level. In addition to providing special management emphasis to the objectives and

criteria identified in this Plan, the Contractor is responsible for striving to attain the highest standards of excellence in executing its responsibilities under the contract as measured against performance standards consistent with Department of Energy (DOE) and NNSA directives, commercial nuclear industry standards, and/or NSA/NSO approved guidance documentation for ensuring the environmental services employed are commensurate with the environmental management policy in support of NNSA/NSO's mission. The Contractor is expected to have a strong self-assessment program to measure progress against a standard of excellence. The Contractor will receive favorable ratings for identifying problems to NNSA/NSO, and developing and implementing corrective actions. Conversely, the Contractor will receive less favorable ratings for failing to identify, report, and correct problem areas in a timely manner.

B. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION. The following organizational structure is established for administering the award fee provisions of the Contract.

1. Fee Determination Official (FDO).

- a. The FDO is the Deputy Assistant Manager for Environmental Management (AMEM), NNSA/NSO.
- b. Primary FDO responsibilities are:
 - (1) Determining the award fee earned and payable for each evaluation period as addressed in Section C.
 - (2) Changing the matters covered in this Plan as addressed in Section D, as appropriate.
 - (3) Appointing the Award Fee Board and Lead Evaluator.

2. Award Fee Board (AFB).

- a. Membership of the AFB shall consist of the Federal Project Director, Environmental Restoration Project, NNSA/NSO, who is the Lead Evaluator; the Group Leader, Program Support Group (PSG), NNSA Nevada Site Counsel, the NNSA/NSO Office of Site Counsel; the NNSA/NSO Contracting Officer, Assistant Manager for Business and Contract Management (AMBCM). Primary responsibilities of the AFB are:
 - (1) Reviewing and coordinating on the Lead Evaluator report regarding Contractor performance.
 - (2) Considering proposed changes to this Plan and recommending those it considers appropriate to the FDO for incorporation into the Plan.

3. Lead Evaluator (LE).

- a. The LE is responsible overall for the execution of this Plan and for completion of the Award Fee Board report in the format outlined in Attachment H that includes all minority opinions and reports.
- b. The LE is responsible for complying with General Instructions outlined in Paragraph D of this section and ensuring Federal Sub-Project Director (FSPD) compliance as well. Responsibilities also include:
 - (1) Monitoring, evaluating, and assessing the Contractor's performance through daily interactions, Contractor self-assessments, and the Management Effectiveness Evaluation.
 - (2) Meeting with the Contractor during the 30 day period prior to the beginning of the evaluation period to discuss the Objectives, Criteria, and Assessment Factors.
 - (3) Meeting with the Contractor during each month of the evaluation period to discuss the Contractor's performance relative to the established Management Effectiveness categories and Performance Objectives.
 - (4) Recommending appropriate changes to this Plan to the FDO.

4. Federal Sub-Project Director

- a. The FSPDs/Group Leader will evaluate the Contractor self-assessment reports and complete Management Effectiveness evaluations on the Contractor and submit their completed evaluations to the FPD.
- b. FSPDs/Group Leader are responsible for complying with the General Instructions set forth in Paragraph D of this Plan. Primary responsibilities include:
 - (1) Monitoring, evaluating, and assessing the Contractor's performance through daily interactions, Contractor self-assessments, and completing their own Management Effectiveness evaluations.
 - (2) Meeting with the Contractor during the 30 day period prior to the beginning of the evaluation period to discuss the Objectives, Criteria, and Assessment Factors.
 - (3) Meeting with the Contractor during each month of the evaluation period to discuss the Contractor's performance relative to the established Performance Objectives and Criteria.

(4) Submission of an evaluation report to the LE at the end of each evaluation period for the performance area assigned. Each report to the LE shall include all minority opinions or reports.

(5) Recommending appropriate changes to this Plan to the LE.

C. METHOD FOR DETERMINING AWARD FEE. A determination of the award fee earned for each evaluation period is to be made by the FDO within 45 calendar days after the end of each period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned, is described below. Attachment B provides the Management Effectiveness Evaluation criteria and format. Attachment F summarizes the principal activities and schedules involved.

1. The LE shall evaluate the performance areas identified in this Plan based upon the Performance Objectives, Criteria, and Assessment Factors set forth therein.
2. The LE and FSPDs Group Leader shall meet with the Contractor on a monthly basis to discuss the Contractor's performance.
3. Within 5 business days after the end of each evaluation period, the Contractor must provide a written self-assessment of performance during the period. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. In other words, the self-assessment should clearly assess the Contractor's measured performance against the standard of excellence. The original copy of the self assessment will be provided electronically to the AMBCM Contracting Officer for distribution to the Lead Evaluator and project managers.
4. Within 15 calendar days after the end of the evaluation period, the FSPDs Group Leader and LE shall evaluate the Contractor's self-assessment and consider its realism in relation to the project manager's reports and other areas of interaction with the Contractor during the evaluation period. Differences between the Contractor's assessment and the project manager's Management Effectiveness Evaluation should be analyzed and discussed in Section C, Discussion, of the AFB Report format shown in Attachment H. The thoroughness and candor of the report will be considered by the AFB, and the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions and as an indicator of the Contractor's understanding of Site issues.
5. Within 20 calendar days after the end of each evaluation period, the LE will prepare the Management Effectiveness Report for review by the AFB. If necessary, the LE and FSPDs/Group Leader will meet with the Contractor to discuss findings and positions within 25 calendar days after the end of the evaluation period.

6. Within 30 calendar days after the end of each evaluation period, the LE will review and coordinate on this report with the AFB members prior to submission to the FDO. The Report will include a recommended award fee with an executive summary, supporting documentation, and all minority opinions or reports.
7. Within 35 calendar days after the end of the evaluation period, the AFB, and other personnel, if appropriate meets, reviews, and coordinates any changes or comments with the LE. If requested by the Contractor, or if the FDO considers it appropriate, the FDO will meet with the Contractor for discussions. If requested by the FDO, the AFB and any other personnel involved in performance evaluation may be required to attend the meeting with the Contractor.
8. Within 40 calendar days after the end of the evaluation period, the LE submits the final AFB Report to the FDO with recommendations. The FDO will determine the amount of award fee earned during the period. The amount of fee determined is not required to be calculated solely from mathematical summing, averaging, or the application of a formula. The FDO may rely upon the information provided by the LE and the AFB as well as other reports including the Contractor's self assessment, or supplement this information with personal knowledge (or any other factors and information deemed appropriate) in determining the award fee earned.
9. Within 45 calendar days after the end of the evaluation period, the FDO's determination of the amount of award fee earned will be provided in an Award Fee Determination Statement letter to the Contractor that is coordinated by the LE through the AMBCM contracting officer.

D. GENERAL INSTRUCTIONS FOR THE LEAD EVALUATOR (LE) AND FEDERAL SUB-PROJECT DIRECTORS/GROUP LEADER

1. Monitoring and Assessing Performance

The basic concept of cost-plus award fee contracting is that Contractors are encouraged to work effectively to meet objectives, to control costs, and to improve the timeliness and quality of performance. In establishing the amount of the award fee to be paid the Contractor through periodic evaluations, NNSA/NSO will, in essence, determine the degree to which the Contractor has met these goals. The evaluation process consists of (1) formal semi-annual reviews of the Contractor's self-assessment and Management Effectiveness Evaluations performance by the FSPDs/Group Leader and Lead Evaluator; (2) semi-annual reviews of the AFB Report and recommendations of earned fee by the AFB; and (3) final award fee determination by the FDO.

The evaluation process initiates with the FSPDs/Group Leader and the LE. They are responsible for monitoring, reviewing, and evaluating the Contractor's performance against established criteria, including adherence to generally accepted standards of practice and standard operating procedures, and translating these evaluations into reports for the AFB by the LE. The FSPDs/Group Leader and LE will also utilize all available

performance information (e.g., audits, appraisals, task force reports, etc.) as sources of input for their reports. They shall evaluate the Contractor's self-assessment and consider its realism in relation to the Contractor's performance during the evaluation period. Differences between the Contractor's assessment and the FSPD's/Group Leader Management Effectiveness Evaluation should be analyzed and discussed. The thoroughness and candor of the report will be considered by the AFB and the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions, and as an indicator of the Contractor's understanding of the issues. The evaluation will also appraise a combination of the Contractor's diligence in developing written procedures for all aspects of the Contractor's operation and the degree of adherence to these procedures by the Contractor's employees.

The LE, FSPDs/Group Leader, and the Contractor senior management will meet during the first week following the end of the performance period to review the evaluation of performance in Management Effectiveness.

The AFB shall meet at the conclusion of each semi-annual evaluation period to consider the LE Report and make any comments or changes they deem appropriate, and recommend the award fee amount to the FDO. The FDO will review the AFB's recommendations and supporting information and determine the amount of award fee earned by the Contractor. The amount of award fee earned is determined unilaterally by the FDO.

The FDO may agree with the AFB's recommendation or change the recommended fee as deemed appropriate. The determination for the period is to be made within 45 calendar days after the end of each evaluation period. The Contractor will be notified promptly of the FDO's decision. The FDO's determination as to the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause, however, the Contractor may request a reconsideration by the FDO of the amount of award fee earned. Any action in response to the request for reconsideration is solely at the discretion of the FDO. In reviewing requests for reconsideration, emphasis shall be placed on the Contractor's candor and accuracy. The LE will formally notify the NNSA/NSO Contracting Officer of the results of the evaluation and the amount of award fee to be earned or forfeited. The Contracting Officer will notify the Contractor in writing of the FDO determination within 45 calendar days of the end of the performance period. The subsequent Contractor billing will reflect the award fee that was earned.

One area of prime consideration in the evaluation process is that the Contractor must be evaluated on the basis of those factors which are under its control. For example, the Contractor should not be penalized for failure to meet an objective if all Contractor management options have been exercised (e.g., rescheduling other activities, delaying some activities, providing additional resources, etc.) documented and additional requisite resources are not made available to the Contractor by NNSA/NSO. It is the FSPD's/Group Leader responsibility to use factors which the Contractor can control to some degree and to measure the Contractor's performance accordingly. Also, emphasis

should be placed on the level of performance achieved during the period, measured against performance standards consistent with best available practices and procedures, rather than on program status. In some instances, Contractor performance may be measured in terms of its rate of improvement recognizing that optimum performance may require several performance evaluation periods to achieve.

2. Documenting Evaluation/Assessment

- a. Formal award fee feedback shall be provided by the Contracting Officer to the Contractor in the Award Fee Determination Statement.
- b. Copies of all official documentation of evaluations and assessments shall be attached to the AFB Report as back-up information. This will permit the LE to maintain a complete history of the Contractor's performance during the evaluation period.
- c. All award fee documentation, self-assessments, the Management Effectiveness Evaluations, and the AFB Report, shall be stamped or marked "PREDECISIONAL—FOR OFFICIAL USE ONLY." The Award Fee Determination Statement provided to the Contractor, however, is considered a public document and is releasable to the general public.

E. CHANGES IN PLAN COVERAGE

1. Right to Make Unilateral Changes. Any matters covered in this Plan may be changed unilaterally by the Contracting Officer at least 30 calendar days prior to the beginning of an evaluation period by written notification to the Contractor.
2. Bilateral Changes. All changes to the performance objectives and measures contained in this Plan that are made within 30 days of the beginning or during an evaluation period shall be accomplished through a properly executed bilateral contract modification. The LE will notify the AMBCM contracting officer of any contemplated changes to this Plan.
3. Attachment G contains a summary of the principal actions and schedules involved.

ATTACHMENT A

PERFORMANCE-BASED AWARD FEE PLAN

In accordance with contract clause H002, Performance-Based Fee Plan, Total Available Award/Incentive Fee, the Contractor's performance will be evaluated every six months on the schedule set forth in Attachment C. This Performance Based Award Fee Plan (Plan) describes the performance based criteria established by the National Nuclear Security Administration, Nevada Site Office (NNSA/NSO), in consultation with the Contractor, for the performance period from October 1, 2008, through September 30, 2009.

The contract specifies that 30 percent of the performance fee estimated for the Contractor's authorized statement of work may be earned or forfeited on the basis of performance. Based on Clause H_____, Performance-Based Fee Plan, the award fee associated with the planned level of effort is \$_____.

This Plan describes the work to be incentivized and the mechanism for evaluating whether or not incentives are earned. The contractor is encouraged to incentivize employees to perform at a higher than expected level through the sharing of some portion of the award fee earned during each period.

The objectives of the performance-based fee provisions of the contract are:

- to provide NNSA/NSO with the mechanism to focus the Contractor on the achievement of their highest priority goals in addition to other work for the performance period, and
- to afford CONTRACTOR an opportunity to earn fee commensurate with their achievement of these specific criteria and NNSA/NSO goals.

Thirty (30) percent of the performance-based award fee will be awarded based on performance in accordance with performance categories set forth in Attachment B. An evaluation sheet has been developed for each management effectiveness category.

Performance metrics were assigned to management categories considering the following:

- Importance to NNSA/NSO's Environmental Restoration mission, the state of Nevada, and NNSA Headquarters.
- Complexity of contractor scope (including the complexity of subcontractor participation).
- The level of contractor professional and managerial skill necessary to achieve the specified metrics.

ATTACHMENT B

MANAGEMENT EFFECTIVENESS PERFORMANCE CATEGORY

Award Fee: \$ _____

Purpose: To provide AMEM with a method to evaluate overall Contractor performance.

Metric: Performance in six categories will be assessed by AMEM. The evaluation categories, performance criteria, and allocation of award fee are subject to review.

A. Performance categories.

1. Responsiveness and Teamwork
2. Management Commitment
3. Cost Control
4. Planning, Organization, and Communications
5. Quality and Timeliness of Products and Services
6. Health and Safety

The allocation of award fee for these six performance categories follows:

1. 75% of the total award fee is allocated to categories 1 through 5.
2. 25% of the total award fee is allocated to Category 6, Health and Safety.
(Performance in any category can cause the amount of award fee to be partially or totally reduced in any or all other categories.)

B. Performance Evaluation.

The FSPDs/Group Leader will evaluate the Contractor performance on their specific project areas using the scoring guide on the Management Effectiveness scorecard. The FSPDs/Group Leader will discuss the evaluations with their counterparts and then submit their evaluation to the LE. The LE will evaluate the Contractor's overall performance, taking into consideration the evaluation of each project and his or her own personal knowledge of their overall performance. The LE's evaluation will be coordinated with the AFB, the FDO, and then sent to the Contracting Officer for notification to the Contractor of the award fee.

C. Detailed Performance Criteria and Weighting for each Category.

The criteria which will be used to determine performance are listed on the attached pages entitled "Management Effectiveness Evaluation". The Contractor's performance will be evaluated and scored in accordance with Attachment D, Grading Table, as specified for each category.

MANAGEMENT EFFECTIVENESS EVALUATION
CONTRACTOR Performance October 1, 2008 through September 30, 2009

Instructions: Evaluate Contractor's performance in each category and score in accordance with Attachment D, Grading Table, Categories 1-5. Categories and performance objectives are scored numerically.

Category 1. Responsiveness & Teamwork

NNSA priority requests responded to promptly
NNSA needs and/or Project needs anticipated and acted upon.
Mutual respect/pride in accomplishment.
Open and honest communication.
Trust and cooperation within team.
Most people are contributing team members.

Category 2. Management Commitment

Problem areas resolved to NNSA's satisfaction in a timely fashion.
Appropriate senior management attention and review devoted to the project.
Key positions filled with strong performers.
Positions consistently filled in a timely manner.
Most areas adequately staffed.

Category 3. Cost Control

Actual cost expenditures compare favorably to planned expenditures.
Cost data presented on schedule and reliable.
Cost estimates done in time to support the project decision-making process.
Job hours spent judiciously and according to plan.
Appropriate cost control procedures followed.
Active pursuit of productivity initiatives.

Category 4. Planning, Organization, and Communications

Participates as a partner with NNSA in the planning process.
Project schedules developed and maintained in a timely manner
Alternatives, options, and basic planning are anticipated and scheduled well in
Communications are effective at all levels.
Project is effectively organized and the organization is communicated to all project

Category 5. Quality & Timeliness of Products and Services

Products and services are of high technical quality.
Products and services are of high visual and aesthetic quality.
Products and services are appropriately targeted for the intended audience.
Analyses are accurate and effectively communicated and/or presented.
Products and services are provided on schedule.
_____ Entire scope of work is addressed satisfactorily.

MANAGEMENT EFFECTIVENESS EVALUATION
CONTRACTOR Performance October 1, 2008 through September 30, 2009

Instructions: Evaluate Contractor's performance in Health & Safety and score in accordance with Attachment D, Health & Safety Grading Table. Categories and performance objectives are scored numerically.

_____ **Category 6. Health and Safety (H&S)**

- _____ Compliance with Integrated Safety Management.
- _____ H&S issues/concerns identified, reported and addressed promptly.
- _____ Compliance with Price Anderson Amendments Act (PAAA).

General Comments

Note:

- Significant Achievements Required for Outstanding Rating
- Significant Deficiencies Required for Marginal or Unsatisfactory Ratings

Name and Title of Evaluator

**ATTACHMENT C
AWARD FEE EVALUATION PERIODS**

<u>Base Period</u>	<u>Period Covered</u>
Contract Year 1.....	October 1, 2008 – September 30, 2009
Contract Year 2	October 1, 2009 – September 30, 2010.
<u>Option 1</u>	October 1, 2010 – September 30, 2011
<u>Option 2</u>	October 1, 2011 – September 30, 2012
<u>Option 3</u>	October 1, 2012 – September 30, 2013

**ATTACHMENT D
GRADING TABLE**

<u>Adjective Grade</u>	<u>Performance Description</u> For Categories 1 through 5	<u>Range of Performance Points</u>
Outstanding	Performance substantially exceeds expected levels of performance. Several significant or notable achievements exist. No notable deficiencies in performance.	90-100
Good	Performance exceeds expected levels and some notable achievements exist. Although some notable deficiencies may exist, no significant deficiencies exist.	81-89
Satisfactory	Performance meets expected levels. Minimum standards are exceeded, and "good practices" are evident in contract operations. Notable achievements or notable deficiencies may or may not exist.	75–80
Marginal	Performance is less than expected. No notable achievements exist; however, some notable deficiencies exist, OR any notable achievements which exist are more than offset by significant or notable deficiencies.	70–74
Unsatisfactory	Performance is below minimum acceptable levels. Significant deficiencies causing severe impacts on mission capabilities exist. Performance at this level in any area mentioned in the Award Fee Determination Plan may result in a decision by the Award Fee Determination Official to withhold all award fee for the period.	69 and Below

See Definitions and Note on the following page and the Award Fee Conversion Chart in Attachment E.

ATTACHMENT D - CONT'D

GRADING TABLE

<u>Adjective Grade</u>	<u>Performance Description</u> Category 6, Health & Safety	<u>Range of Performance Points</u>
Outstanding	Performance substantially exceeds expected levels of performance. Several significant or notable achievements exist. No notable deficiencies in performance. (0 instances of non-compliance)	95-100
Good	Performance exceeds expected levels and some notable achievements exist. Although some notable deficiencies may exist, no significant deficiencies exist. (1 to 5 instances of non-compliance)	85-94
Satisfactory	Performance meets expected levels. Minimum standards are exceeded, and "good practices" are evident in contract operations. Notable achievements or notable deficiencies may or may not exist. (6 to 10 instances of non-compliance)	75-84
Marginal	Performance is less than expected. No notable achievements exist; however, some notable deficiencies exist, OR any notable achievements which exist are more than offset by significant or notable deficiencies. (11 to 15 instances of non-compliance)	70-74
Unsatisfactory	Performance is below minimum acceptable levels. Significant deficiencies causing severe impacts on mission capabilities exist. Performance at this level in any area mentioned in the Award Fee Determination Plan may result in a decision by the Award Fee Determination Official to withhold all award fee for the period.	69 and Below

ATTACHMENT D - CONT'D

DEFINITIONS

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

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

Non-compliance. The contractor will execute field work or field operations in compliance with company documents, procedures, work plans, and NNSA/NSO and NDEP approved plans. Noncompliance will be identified in contractor or NNSA/NSO oversight activities, ORPS reports or any documented report of procedural violations. NNSA/NSO will perform an analysis of any instances of procedural violations. If in NNSA/NSO's management judgment incidents are minor, they may agree that they not be counted for fee purposes. In the event it is determined that the contractor did not openly report procedure violations, accidents, near misses, employee injuries, etc., the entire fee will be lost. NNSA/NSO expectation is the contractor will self disclose all occurrences, accidents, procedure violations, etc.

NOTE

Management judgment is essential in applying these definitions to determine the quality of achievements/deficiencies and whether achievements offset deficiencies or vice versa.

NNSA/NSO expects the Contractor to perform at the highest levels of excellence; however, the standard anticipated rating of a qualified, competent, and successful Contractor corresponds to a Satisfactory numerical rating of 80 points. Performance ratings above the standard level will reflect the extent to which the Contractor, on its own initiative, is actively involved in performance improvement activities and the extent to which these actions contribute to more efficient, effective and economical operations.

NNSA/NSO expects the Contractor to exercise due diligence in the conduct of all Contract activities. It is expected that management systems will be in place and enforced to ensure that effective procedures are developed and implemented. The Contractor's failure to oversee, through acts of commission or omission, the conduct of its operations and all of its employees, which potentially or actually causes property damage; losses; endangers the safety, health, or environment; or compromises the ability of the NNSA/NSO to carry out its mission, will be weighed heavily in the performance ratings. By the same standard, the performance ratings will not be adversely affected if the Contractor raises safety issues to the appropriate NNSA/NSO AMEM Official, Contracting Officer Representative, Federal Project Director, or designee for resolution. Furthermore, the performance ratings will not be adversely affected if the Contractor stops an activity which is deemed unsafe even though the Contractor's action may appear to be contrary to NNSA/NSO direction.

While it is recognized that the basis for determination of the award fee shall be the evaluation by the Government, in accordance with the Award Fee Determination Plan, the Fee Determination Official (FDO) may also consider any information available which relates to the Contractor's performance of contract requirements. Although the performance categories are divided into separate and distinct areas, in the event the Contractor's performance is considered unacceptable in any aspect of performance identified, or not specifically identified, in this Plan, the FDO may, at his/her discretion, determine the performance within a specific area, or in general, to be unacceptable and withhold a portion or the entire amount of award fee deemed appropriate. The FDO may also determine that performance within a specific area, or in general, exceeds expectations and appropriately approve a higher award fee for the evaluation period than the amount proposed by the Award Fee Board.

ATTACHMENT E

AWARD FEE CONVERSION CHART

The following chart converts performance points into percentage of available award fee.

Performance Points	Percentage of Available Award Fee
98 and Above	100.0
97	99.0
96	98.0
95	97.0
94	96.0
93	94.0
92	92.0
91	90.0
90	89.0
89	87.0
88	85.0
87	83.0
86	81.0
85	70.0
84	65.0
83	60.0
82	55.0
81	52.0
80	50.0
79	40.0
78	35.0
77	30.0
76	25.0
75	20.0
74	15.0
73	13.0
72	11.0
71	9.0
70	7.0
Below 69	0.0

ATTACHMENT F

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions in the award fee for each evaluation period.

Action	Schedule
1. Fee Determination Official (FDO) provides Award Fee Determination Plan with Award Fee allocation to the Contractor.	Minimum of 30 days prior to start of the performance evaluation period.
2. The FSPDs/Group Leader and LE meet with Contractor to discuss Objectives, Criteria and Performance Indicators.	During the 30 days prior to the beginning of the evaluation period.
3. FSPDs/Group Leader monitor and evaluate Contractor performance.	Ongoing after start of period.
4. The FSPDs/Group Leader assesses performance and discusses with Contractor.	Ongoing after start of period. Formal counterpart meetings are held with the Contractor monthly.
5. Contractor submits self-assessment report electronically to the LE, the FSPDs/Group Leader, and the Contracting Officer.	Within 5 business days after the end of the evaluation period.
6. FSPDs/Group Leader and LE review Contractor self-assessment in conjunction with completion of Management Effectiveness Evaluations.	Within 15 calendar days after the end of the evaluation period.
7. LE compiles AFB Report for review and coordination of AFB members.	Within 20 calendar days after the end of the evaluation period.
8. LE and FSPDs/Group Leader meet with Contractor to discuss findings and positions, if necessary.	Within 25 calendar days after the end of the evaluation period.
9. LE coordinates the AFB Report with AFB members.	Within 30 calendar days after the end of the evaluation period.
10. AFB meets, reviews, and coordinates any changes or comments with LE.	Within 35 calendar days after the end of the evaluation period.
11. LE submits final AFB Report to the FDO with recommendations.	Within 40 calendar days after the end of the evaluation period.
12. FDO sends Award Fee Determination Statement to Contractor.	Within 45 calendar days after the end of the evaluation period.

ATTACHMENT G

ACTIONS AND SCHEDULES FOR CHANGING PLAN COVERAGE

The following is a summary of the principal actions involved in changing Plan coverage prior to the beginning of an evaluation period.

	Action	Schedule (Calendar days)
1.	The FSPDs/Group Leader submit proposed changes to the LE.	Ninety days prior to the beginning of any evaluation period.
2.	The LE considers proposals and drafts changes, as appropriate.	Ongoing.
3.	The LE coordinates proposed changes with the Contractor.	Ongoing.
4.	The LE submits recommended changes to the Contracting Officer.	Sixty days prior to the beginning of any evaluation period.
5.	The Contracting Officer notifies the Contractor of changes or that there are no changes.	Thirty days prior to the beginning of any evaluation period.

ATTACHMENT H

AWARD FEE BOARD REPORT FORMAT

- A. EXECUTIVE SUMMARY.** The Executive Summary shall provide an overall summary of the Contractor's performance during the rating period and shall provide both an adjectival and numerical performance rating. Any minority opinions or reports shall be identified.
- B. ACHIEVEMENTS/DEFICIENCIES.** This section of the report contains a listing of the Contractor's significant and notable achievements and performance deficiencies during the period. It shall be presented in the following format:
- SIGNIFICANT AND NOTABLE ACHIEVEMENTS (If any). List by Performance Category.
 - SIGNIFICANT AND NOTABLE DEFICIENCIES (If any). List by Performance Category
- C. DISCUSSION**
1. Part A of this section shall provide a discussion of the Contractor's performance within each Performance Area indicating each Achievement and Deficiency in detail. It shall provide the AFB's rationale if the AFB's rating is different than the rating recommended by the LE. This section shall also include any additional information considered by the Board in reaching its rating for the overall performance rating.
 2. Part B of this section shall evaluate the Contractor's self-evaluation and consider its realism in relation to the AFB Report. Differences between the Contractor's evaluation and the AFB Report should be analyzed and discussed in this section.
 3. Part C of this section shall discuss any minority opinions and/or include any minority reports.

GLOSSARY

ACHIEVEMENT/DEFICIENCY. A sustained level of performance, major event, or trend, which is exceptionally good or poor and requires the Fee Determination Official's (FDO) attention for fee determination purposes.

AWARD FEE BOARD (AFB). Membership consists of the individuals designated to review the Lead Evaluator's report and make recommendations to the FDO.

AWARD FEE BOARD (AFB) REPORT. A report to the FDO covering the Award Fee Board's findings regarding the Contractor's overall performance during an evaluation period. The report contains a recommendation to the FDO of the fee earned for the evaluation period.

GOOD PRACTICES. Activities that are consistent with commercial nuclear industry standards, generally accepted business practices, the DOE and NNSA Directives, and/or NNSA/NSO Directive Implementation Instructions, and Federal regulations and requirements.

FEE DETERMINATION OFFICIAL. The FDO is the Deputy Assistant Manager for Environmental Management who is responsible overall for award fee determination.

LEAD EVALUATOR (LE). The Federal Project Director, Environmental Restoration Project who is responsible overall for the management, oversight, and evaluation of the contractor.

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

NON-COMPLIANCE. The contractor will execute field work or field operations in compliance with company documents, procedures, work plans, and NNSA/NSO and NDEP approved plans. Noncompliance will be identified in contractor or NNSA/NSO oversight activities, ORPS reports or any documented report of procedural violations. NNSA/NSO will perform an analysis of any instances of procedural violations. If in NNSA/NSO's management judgment incidents are minor, they may agree that they not be counted for fee purposes. In the event it is determined that the contractor did not openly report procedure violations, accidents, near misses, employee injuries, etc., the entire fee will be lost. NNSA/NSO expectation is the contractor will self-disclose all occurrences, accidents, procedure violations, etc.

PERFORMANCE CATEGORY. Management effectiveness categories which depict overall contractor performance that will be evaluated for award fee determination purposes.

PERFORMANCE OBJECTIVE. A very broad category of performance areas evaluated under a Performance Category. Performance objectives may encompass the performance of a partial or a total function or program.

PROJECT MANAGER (PM). An NNSA/NSO federal employee assigned to a specified area of responsibility in the statement of work who performs management, oversight, and evaluation of the contractor performance.

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

**NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE**

DRAFT



PERFORMANCE INCENTIVE FEE PLAN

FOR

Environmental Characterization and Remediation Services

Solicitation No. DE-RP52-08NA28091

Contract No. DE-AC52-08NA_____

PART II OF II

EVALUATION PERIOD: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

PREFACE

MILESTONE INCENTIVE

This document comprises Part II of the Performance-Based Fee Plan for contract number DE-AC52-08NA_____. Part II identifies the discrete milestone deliverables that are due to the Government during the incentive fee determination period. It identifies the amount of fee due for each milestone and the requirements for each that will enable the contractor to attain one hundred (100) percent of the fee as well the reasons for the determination of reduced fee.

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PERFORMANCE INCENTIVE FEE AREA

A. PERFORMANCE AREA	WEIGHT
INCENTIVE MILESTONES	100%
TOTAL	100%

LEAD EVALUATOR AND PROJECT MANAGERS

B. INCENTIVE FEE PLAN EVALUATORS

Lead Evaluator (LE):

Federal Project Director, Environmental Restoration Project or Designee

Federal Sub-Project Director's (FSPDs)/Group Leader:

Selected by the Federal Project Director ERP

Alternates:

Alternates shall be designated acting personnel in absence of the FSPDs/Group Leader.

C. INCENTIVE PERFORMANCE AREA

The Performance Incentive Fee Milestones are the areas of the Contractor's performance to be evaluated during the evaluation period covered by this Plan. The Contractor is expected to fully perform all requirements of the Contract.

1. Inherent in each of the milestones is the adherence of the Contractor to the Mission, Vision, and Principles of the NNSA Nevada Site Office (NNSA/NSO). (See the NSO Strategic Plan)
2. Performance Incentive Fee Plan (Attachment 1)
3. Performance Incentive Plan Milestone Table and Scorecards (Attachment 2)
4. Performance Incentive Validation Form (Attachment 3)

ATTACHMENT 1

PERFORMANCE INCENTIVE FEE PLAN

In accordance with contract Clause H002, Performance Fee Plan, Total Available Award/ Incentive Fee, the Contracting Officer will, in consultation with the Contractor, establish performance incentives. This Performance Incentive Fee Plan (Plan) describes the performance incentives established by the National Nuclear Security Administration, Nevada Site Office (NNSA/NSO), in consultation with the Contractor, for the performance period from October 1, 2008, through September 30, 2009.

The contract specifies the Sixty (60) percent of the performance fee estimated for the Contractor's authorized scope of work may be earned or forfeited on the basis of performance. Based on Clause H002, Performance-Based Fee Plan, Total Available Award/Incentive Fee, the incentive fee associated with the planned level of effort is \$_____ plus \$_____ carryover from FY 09 for Industrial Sites Milestone #16).

This plan describes the work to be incentivized and the mechanism for evaluating whether or not incentives are earned. The Contractor is encouraged to incentivize employees to perform at a higher than expected level through the sharing of some portion of the incentive fee earned.

The objectives of the performance-based incentive fee provisions of the contract are:

- to provide NNSA/NSO with the mechanism to focus the Contractor on the achievement of their highest priority goals in addition to other work scope for the performance period, and
- to afford Contractor an opportunity to earn incentive fee commensurate with their achievement of these specific NNSA/NSO goals.

Sixty (60) percent of the performance incentive fee will be awarded based on accomplishment of discrete milestones. A "scorecard" has been developed for each project that lists the milestones, performance measures, performance metrics, and performance fee for each.

Performance metrics were assigned to discrete milestones projects considering the following:

- Importance to NNSA/NSO's Environmental Restoration mission, the state of Nevada, and NNSA Headquarters.
- Complexity of contractor scope (including the complexity of subcontractor participation).
- The level of contractor professional and managerial skill necessary to achieve the specified metrics.

DETERMINATION OF PERFORMANCE-BASED FEE ACHIEVED

The Contractor will provide advanced notification of completion of all milestones. The Contractor cover letter transmitting each of the discrete incentive milestone documents to NNSA/NSO will clearly state that the transmittal constitutes completion of an incentive milestone and the date of completion. The NNSA/NSO FSPD/Group Leader specified on each of the project scorecards will be responsible for verifying and documenting each discrete milestone to include evaluating the quality and timeliness of the deliverable, the effectiveness of the planning, organization, and communications involved in completing the milestone, and the effectiveness of cost controls applied to the effort by the Contractor on the Performance Incentive Validation Form. The NNSA/NSO FSPD/Group Leader will confer with the LE and obtain the concurrence of the Contracting Officer. Each of the FSPDs/Group Leader specified on the project scorecards will be responsible (with concurrence of the LE) for documenting on the scorecard whether the performance measurement criteria have been achieved and therefore whether a performance-based fee shall be earned or forfeited.

CHANGES IN PLAN COVERAGE

Right to Make Unilateral Changes. Any matters covered in this Plan may be changed unilaterally by the Contracting Officer at least 30 calendar days prior to the beginning of an evaluation period by written notification to the Contractor.

Method for Changing Plan Coverage. The method to be followed for changing the incentive fee portion of this Plan is described below.

EFFECT OF CHANGE CONTROL

When it is determined that the scope, schedule, or cost of completing discrete milestones require is change a request for change to the Task Plan (TP) is made to the NNSA/NSO EM change Control Board following formal change control procedures as identified in NSO M410.X-1B, Task Plan and Change Control Process. If the change is approved, the Task Plan (TP) is modified to reflect the change and the corresponding incentive milestone will be revised on the scorecard. In the event a milestone is deleted, NNSA/NSO and the Contractor will negotiate in good faith to identify an alternative equitable allocation of performance-based fee. Such alternatives may include, but not limited to:

1. Identification of different milestones against which the performance-based fee will be allocated.
2. Determining that the milestone and/or performance measure will be closed out with an assessment and determination made on the amount of fee the Contractor is entitled to for progress towards meeting the milestone; or
3. Any combination of 1 and 2

PERFORMANCE-BASED FEE PLAN

This plan is implemented in accordance with Contract Clause H002, Performance-Based Fee Plan, Total Available Award/Performance Incentive Fee.

ATTACHMENT 2

**PERFORMANCE INCENTIVE PLAN SCORECARDS
AND MILESTONE TABLE**

Performance Based Fee Rating Criteria

FY 2008

PM Description: Program Integration Performance Measure #: 1
 NNSA Group Leader: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone #1:		
Milestone #3		
Milestone #4:		
Comments/Notes:	Total	

Key Metrics: (Negotiated after contract award)

Milestone #1
 The successful completion of this milestone will include the following:

Milestone #2
 The successful completion of this milestone will include the following:

Performance Based Fee Rating Criteria

FY 2008

Page 2 of 2

PM Description: Program Integration Performance Measure #: 1

NNSA Group Leader: _____ Contractor _____
PM: _____

Key Metrics (Continued):

Milestone #2 (continued):

Milestone #3 (Negotiated after contract award)

The successful completion of this milestone will include the following:

Milestone #4 (Negotiated after contract award)

The successful completion of this milestone will include the following:

Reviewed by:	NNSA _____	Contractor _____
Recommended by:	NNSA _____	Contractor _____
Approved by:	NNSA _____	Contractor _____
	Contracting Officer	Program Manager: (name)
	Date	Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: Industrial Sites Performance Measure #: 2

NNSA FSPD: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone 1:		
Milestone 2:		
Milestone 3:		
Milestone 4:		
Milestone 5:		
Milestone 6:		
Milestone 7:		
Milestone 8:		
Milestone 9:		
Milestone 10:		
Milestone 11:		
Milestone 12:		
Milestone 13:		
Milestone 14:		
Milestone 15:		
Milestone 16:		
Milestone 17:		
Comments/Notes:	Total \$	

Performance Based Fee Rating Criteria

FY 2008

PM Description: Industrial Sites Performance Measure #: 2

NNSA FSPD: _____ Contractor
PM: _____

Key Metrics: (Negotiated after contract award)

All Milestones: All work is to be completed within scope, schedule and cost as identified in the NNSA/NSO approved Work Assignment Plans.

Available fee to be paid (on all milestones) based on the following criteria:

- 100% of the fee if delivered/completed by or on the milestone date
- 90% of the fee if delivered/completed by 5 working days after the milestone date
- 80% of the fee if delivered/completed by 10 working days after the milestone date

No fee will be available for the milestone if missed by more than 10 working days.

Reviewed by: NNSA _____ Contractor _____

Recommended by: NNSA _____ Contractor _____

Approved by: NNSA _____ Contractor _____
Contracting Officer Date Contractor Program Manager Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: Underground Test Area (UGTA) Performance Measure #: 3

NNSA FSPD: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone 1:		
Milestone 2:		
Milestone 3:		
Milestone 4:		
Milestone 5:		
Milestone 6:		
Milestone 7:		
Milestone 8:		
Comments/Notes:	Total \$	

Performance Based Fee Rating Criteria

FY 2008

PM Description: Underground Test Area Performance Measure #: 3

NNSA FSPD: _____ Contractor
PM: _____

Key Metrics:

All Milestones: All work is to be completed within scope, schedule and cost as described below. At the completion of each milestone the total earned performance incentive fee will be determined by the combined CPI and SPI specific to each milestone and/or objective as identified in the Performance Measure Criteria.

Specific Milestone Expectations:

Fee Schedule

Available fee to be paid based on the lower of the two following criteria:

Within Cost Execution (all milestones)

100%

95%

80%

40%

Within Schedule Execution (for all milestones)

100%

40%

0%

Reviewed by:	NNSA _____	Contractor _____
Recommended by:	NNSA _____	Contractor _____
Approved by:	NNSA _____	Contractor _____
	Contracting Officer	Date
		Program Manager, (name)
		Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: Soils Performance Measure #: 4

NNSA FSPD: _____ Contractor
 PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone #1:		
Milestone #2:		
Comments/Notes:		Total

Key Metrics:

Milestone 1:

Milestone 2:

Reviewed by: NNSA _____	Contractor _____
Recommended by: NNSA _____	Contractor _____
Approved by: NNSA _____	Contractor _____
Contracting Officer	Program Manager, (Name)
Date	Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: DTRA Performance Measure #: 5

NNSA Manager: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone #1:		

Comments/Notes:	Total \$	
------------------------	----------	--

Key Metrics:

Milestone is considered complete when t_____.

Available fee to be paid (on all milestones) based on the following criteria:

- 100% of the fee if delivered/completed by or on the milestone date
- 90% of the fee if delivered/completed by 5 working days after the milestone date
- 80% of the fee if delivered/completed by 10 working days after the milestone date

No fee will be available for the milestone if missed by more than 10 days.

Reviewed by: DTRA _____ Contractor _____

Recommended by: NNSA _____ Contractor _____

Approved by: NNSA _____ Contractor _____

Contracting Officer
Date
Program Manager, (name)
Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: Compliance/Safety Performance Measure #: 6

NNSA FPD: _____ Contractor
PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee (\$)
Milestone #1:		
Comments/Notes:	Total	

The purpose of this incentive is to promote compliance with the Contractor's company documents (including Site Specific Health & Safety Plans), procedures, work plans, and NDEP approved plans while performing EM field work or field operations. Non-compliance will be identified in the Contractor's or DOE oversight activities, Occurrence Reporting and Processing System (ORPS) reports or repeated documented reports of EM field procedural violations.

100% of fee if ≤ 5 instances of non-compliance

80% of fee if ≤ 10 instances of non-compliance

60% of fee if ≤ 15 instances of non-compliance

40% of fee if ≤ 20 instances of non-compliance

No fee if > 20 instances of non-compliance

Non-compliances to be applied against fee will consist of significant non-compliances identified by NNSA, DOE, Contractor, or other oversight bodies or through ORPS reports or any other documented event-driven process. DOE will perform an analysis of any instances of procedural non-compliances. If in their management judgment the non-compliances are insignificant, they may agree that they not be counted for fee purposes.

To encourage pro-active self-identification, reporting, and correction of non-compliances and other quality, security, and safety related issues; non-compliances identified by Contractor through their planned self-assessment processes will not be counted against fee. The Contractor is expected to implement an aggressive process to document, analyze and assess internal findings, field corrections, and observations. In the event it is determined that Contractor did not openly report recognized procedural non-compliances, accidents, near misses, employee injuries, etc., the entire fee will be lost.

The Contractor will submit a semi-annual report documenting performance in safety and compliance with company documents, procedures, work plans, and NDEP approved plans, to be validated by NNSA/NSO. Non-compliance of work performance will be determined through DOE assessments/walk-throughs, Contractor management assessments and ORPS.

	NNSA _____	Contractor _____	_____
Recommended by:	NNSA _____	Contractor _____	_____
Approved by:	NNSA _____	Contractor _____	_____
	Contracting Officer	Date	Program Manager, (name) Date

ATTACHMENT 3

PERFORMANCE BASED INCENTIVE VALIDATION FORM

**PERFORMANCE EVALUATION PLAN
CONTRACT NUMBER DE-AC52-08NA_____**

Performance Measure/Description:	Available Fee: \$
Performance Measure Milestone/Description:	Fee Earned: \$
VALIDATION OF COMPLETION <i>(Did the Contractor meet the expectations outlined in the Performance Incentive Fee Plan? Provide a brief description of the method used to validate completion of Performance Measure/Expectation and attach supporting documentation.)</i>	
Statement of Completion/Acceptance:	
<input type="checkbox"/> Performance on this PBI was successfully completed, validated and accepted. <input type="checkbox"/> Performance on this PBI was not successfully completed and acceptance was declined.	
_____ NNSA/NSO Federal Sub-Project Director/ Group Leader	_____ Date
_____ Federal Project Director Environmental Restoration Project	_____ Date
Approved:	
_____ Contracting Officer	_____ Date

GLOSSARY

ACHIEVEMENT/DEFICIENCY. A sustained level of performance, major event, or trend, which is exceptionally good or poor and requires the Award Fee Determination Official’s attention for fee determination purposes.

AWARD FEE BOARD (AFB). Membership consists of the individuals designated to review the Lead Evaluator's report and make recommendations to the FDO.

AWARD FEE BOARD (AFB) REPORT: A report to the Fee Determination Official (FDO) covering the Award Fee Board's findings regarding the Contractor's overall performance during an evaluation period. The report contains a recommendation to the FDO of the fee earned for the evaluation period.

GOOD PRACTICES. Activities that are consistent with commercial nuclear industry standards, generally accepted business practices, the DOE and NNSA Directives, and/or NNSA/NSO Directive Implementation Instructions, and Federal regulations and requirements.

FEE DETERMINATION OFFICIAL (FDO). The Deputy Manager for Environmental Management who is responsible overall for award fee determination.

LEAD EVALUATOR (LE). The Federal Project Director, Environmental Restoration Project who is responsible for the management, oversight, and evaluation of the contractor.

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

PERFORMANCE CATEGORY. The Incentive Fee Milestone which depicts overall contractor performance that will be evaluated for incentive fee determination purposes.

PERFORMANCE OBJECTIVE. The specific performance measure that defines the deliverable that enables the Contractor to achieve or fail to meet the discrete milestone schedule.

FEDERAL SUB-PROJECT DIRECTOR/GROUP LEADER. An NNSA/NSO federal employee assigned to a specified area of responsibility in the statement of work who performs management, oversight, and evaluation of the contractor performance.

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

RECOMMENDED FOR APPROVAL

Name: _____ Date _____
Federal Project Director, Environmental Restoration Project

Name: _____ Date _____
Program Support Group Leader

Contractor _____ Date _____

Name _____ Date _____
Program Manager

APPROVED

Laura J. Haverlock _____ Date _____
Contracting Officer

LIST OF APPLICABLE DOE DIRECTIVES

February 29, 2008

DIRECTIVE NUMBER	SUBJECT/TITLE OF DIRECTIVES	FLOWDOWN TO SUBCONTRACTOR (YES OR NO)
NV O 124.X	Planning and Budget Prioritization of Work	N
DOE O 151.1C	Comprehensive Emergency Management System	N
NSO O 151.1A	Comprehensive Emergency Management System	N
DOE O 200.1	Information Management Program	N
DOE O 205.1A	DOE Cyber Security Management	N
DOE P 205.1	Departmental Cyber Security Management Policy	
DOE M 205.1-4	National Security System Manual	
NSO M 210.X-1A	Contractor Performance Administration	N
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Y
DOE O 221.2	Cooperation with the Office of Inspector General	N
DOE O 225.1A	Accident Investigations	Y
NSO M 226.X1	Assessment and Oversight Manual	Y
NV O 230.XB	NNSA/NV Lessons Learned Program	Y
DOE O 231.1A, Chg. 1	Environment, Safety and Health Reporting	Y
DOE M 231.1-1A, Chg 2	Environment, Safety, and Health Reporting Manual	Y
DOE M 232.1-1-2	Occurrence Reporting and Processing of Operations Information Manual	Y
NV N 232.XA	Event Notifications	Y
DOE O 241.1A, Chg. 1	Scientific and Technical Information Management	N
DOE O 243.1	Records Management	
NSO M 251.1-1D	NSO Directives System	N
DOE O 252.1	Technical Standards Program	N
DOE O 350.1, Chg 1	Contractor Human Resource Management Programs	N
NSO M 410.X-1B	Task Plan and Change Control Process	N
NSO M 412.X-1D	Real Estate/Operations Permit	N
NSO M 412.X2	Project Screening and Site Approval Process	Y

DIRECTIVE NUMBER	SUBJECT/TITLE OF DIRECTIVES	FLOWDOWN TO SUBCONTRACTOR (YES OR NO)
NV O 412.X3B	Work Control	Y
DOE O 412.1A	Work Authorization System	N
NSO O 413.XA	Project Management Principles and Practices	N
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets	N
DOE O 414.1C	Quality Assurance	Y
DOE G 414.1-2A	Quality Assurance Management System Guide for Use with 10 CFR 830 Subpart A, Quality Assurance Requirements and DOE	
NSO M421.X-1B	Nuclear Facility Safety Management	
DOE O 430.1B	Real Property Asset Management	N
DOE O 435.1, Chg. 1	Radioactive Waste Management	Y
NSO M 435.1-1A	Radioactive Waste Management Manual	Y
NV O 440.1	Worker Protection Management for DOE Federal and Contractor Employees	Y
DOE O 440.2B	Aviation Management and Safety	Y
DOE O 442.1A	Department of Energy Employee Concerns Program	Y
DOE O 450.1	Environmental Protection Program	Y
NSO O 450.XA	Nevada Test Site Access and Area Control	Y
NV P 450.4B	Safety Management System Policy	Y
NV O 450.4	Safety Management System Maintenance	N
DOE O 451.1B, Chg 1	National Environmental Policy Act Compliance Program	N
NSO O 460.X	Hazardous Materials Notification System	Y
DOE O 460.1B CRD	Packaging and Transportation Safety	Y
DOE M 460.2-1 CRD	Radioactive Material Transportation Practices Manual	Y
DOE O 460.2A CRD	Departmental Materials Transportation and Packaging Management	Y
DOE O 470.1, Chg 1	Safeguards and Security Program	Y
DOE O 470.2B	Security and Emergency Management Independent Oversight and Performance Assurance Program	Y
DOE M 470.4-4	Information Security	
DOE M 470.4-4	Information Security	
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information	Y
DOE M 471.1-1, Chg. 1	Identification and Protection of Unclassified Controlled Nuclear Information Manual	Y

DIRECTIVE NUMBER	SUBJECT/TITLE OF DIRECTIVES	FLOWDOWN TO SUBCONTRACTOR (YES OR NO)
DOE O 471.3	Identifying and Protecting Official Use Only Information	Y
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	Y
DOE M 475.1-1B	Manual for Identifying Classified Information	
NV O 481.1, Chg 1	Work for Others (non-Department of Energy Funded Work)	N
DOE O 534.1B	Accounting	N
DOE O 551.1B	Official Foreign Travel	N
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	Y
DOE O 5400.5, Chg 2	Radiation Protection of the Public and the Environment	Y
DOE O 5610.2, Chg 1	Control of Weapon Data	Y
NNSA Policy Ltr NAP-14.1-B	NNSA Cyber Security Program	N
NNSA Policy Ltr NAP-14.2-B	Baseline Cyber Security Requirements	N
NNSA Policy Ltr NAP-14.3-A	NNSA Protection Profile and Security Target Requirements	N
NNSA Policy Ltr NAP-14.4-A	Open Public Unrestricted Access Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.5-A	Unclassified Protected Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.6-A	Unclassified Mandatory Protection Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.7-A	Confidential Non-Nuclear Weapons Data Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.8-A	Secret Restricted Non-Nuclear Weapons Data Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.9-A	Confidential Restricted Data, Sigmas 1 Through 13 Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.10-A	Secret Restricted Data, Sigmas 1 Through 13 Information Group Protection Profile	N
NNSA Policy Ltr NAP-14.11-A	Secret Restricted Data Sigmas 14 and 15 Information Group Protection Profile	N
	FFACO - May 10, 1996, and subsequent revisions	
	Federal Facility Compliance Act - Consent Order (FFCAct) - March 27, 1996	
	RCRA Part B Permit	
	Mutual Consent Agreement for the Storage of Low-Level Land Disposal Restricted Mixed Waste - June 6, 1995	
	Memorandum of Understanding (MOU) between DOE/NSO and the DTRA, DEGM08- 98NV13478 - September 9, 2000	
O = Order M = Manual G = Guide P = Policy NV = Nevada Site Office		

U.S. Department of Energy
CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

1. CSCS No.:	2. Previous CSCS No.:	3a. Reason for Action: (Check One) <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Terminate b. Item Numbers Modified:
4. This Specification Is For: (Complete as Applicable)		5. Specification Is: (Complete as Applicable)
(Check One) a. <input type="checkbox"/> Contract or Other Number <input type="checkbox"/> Solicitation Contract Type: _____ b. Contract Number: _____ End Date: _____ (Complete if registering or soliciting a subcontract) (Estimated)		a. Original (Complete data in all cases) Date b. Revised (Supercedes all previous specifications) Date c. Certificate of Possession Retention of Classified Matter is Authorized Until Date d. Final Certificate of Non-Possession or Equivalent Date
6. General Identification of this Procurement		
7. Contractor		
a. Facility Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
8. Prime Contractor (Complete if registering or soliciting a subcontract)		
a. Facility Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
9. Actual Place of Performance (DOE Facilities) (Attach additional entries as necessary on page 3)		
a. Facility Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
Actual Place of Performance (NON DOE Facilities) (Attach additional entries as necessary)		
a. ID Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
10. Clearance and Storage (enter level and category) a. Classification of Matter to be Accessed: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input type="checkbox"/> U b. Level of Storage Required at Contractor Facility: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input type="checkbox"/> U c. Level of Storage for this Contract: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input type="checkbox"/> U d. Access Authorization: <input type="checkbox"/> Q <input type="checkbox"/> L		11. This Contract Will Require Access To: <input type="checkbox"/> SCI <input type="checkbox"/> OTHER DCI CAVEATS <input type="checkbox"/> COMSEC <input type="checkbox"/> FGI <input type="checkbox"/> NATO <input type="checkbox"/> WD/SIGMAS: _____ <input type="checkbox"/> OTHER: _____
12. In Performing this Contract, the Contractor Will:		
<input type="checkbox"/> Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity <input type="checkbox"/> Generate Classified Matter <input type="checkbox"/> Perform Services That Require Unescorted Access to Security Areas <input type="checkbox"/> Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories <input type="checkbox"/> Other (Specify)		<input type="checkbox"/> Receive Classified Matter <input type="checkbox"/> Fabricate, Modify, or Store Classified Items (e.g., Hardware or Substances) <input type="checkbox"/> Be Authorized to Use the Services of the Office of Scientific & Technical Information to Receive Classified Matter <input type="checkbox"/> Require a COMSEC Account <input type="checkbox"/> Be Authorized to Use the Defense Courier Service

13. Classification Guidance The classification guidance needed for this classified effort is identified below. Note: Guidance which is in itself classified should be referenced here and provided under separate cover.		
14. Security Requirements Security requirements are established for this contract and are identified in the following contracts/solicitation clauses. <input type="checkbox"/> DEAR 952.204-2 Security Requirements <input type="checkbox"/> DEAR 952.204-73 Facility Clearance (Solicitation) <input type="checkbox"/> DEAR 952.204-70 Classification/Declassification <input type="checkbox"/> DEAR 970.5204.1 Counterintelligence (for management contracts ONLY)		
15. Surveys DOE Surveying Office Is _____ Elements of this contract are outside the survey responsibility of the Cognizant Security Office and/or the Surveying Office. <input type="checkbox"/> No <input type="checkbox"/> Yes (Identify specific areas and provide explanation/justification for each)		
16. Certification and Signature. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified contract. All questions shall be referred to the official named below:		
a. Typed Name of Procurement Request Originator	b. Title and Organization	c. Telephone (Include Area Code)
d. Address (Include Zip Code)	e. Signature _____ Date _____	
17. Typed Name of Contracting Official	Signature _____ Date _____	
18. Typed Name of Classification Officer (Approval of Block 13)	Signature _____ Date _____	
19a. Typed Name of Local DOE Security Officer a. Responsible Office	Signature _____ Date _____	
20. Required Distribution <input type="checkbox"/> Contractor <input type="checkbox"/> Administering Contracting Officer <input type="checkbox"/> Subcontractor <input type="checkbox"/> Surveying Office If Different than Cognizant Security Office <input type="checkbox"/> Cognizant Security Office <input type="checkbox"/> Others, as Necessary		
21. General Comments: 		

WD 05-2332 (Rev.-7) was first posted on www.wdol.gov on 08/28/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2332

William W.Gross Division of | Revision No.: 7 Director Wage Determinations| Date Of Revision: 08/17/2007

States: Arizona, Nevada

Area: Arizona County of Mohave Nevada Counties of Clark, Esmeralda, Lincoln, Nye

Fringe Benefits Required Follow the Occupational Listing

Table with 2 columns: OCCUPATION CODE - TITLE and MINIMUM WAGE RATE. Lists various occupations like Accounting Clerk, Administrative Assistant, Court Reporter, etc., with their corresponding minimum wage rates.

01191 - Order Clerk I	12.53	
01192 - Order Clerk II	13.86	
01261 - Personnel Assistant (Employment) I		14.43
01262 - Personnel Assistant (Employment) II		16.15
01263 - Personnel Assistant (Employment) III		18.08
01270 - Production Control Clerk	17.84	
01280 - Receptionist	12.02	
01290 - Rental Clerk	12.93	
01300 - Scheduler, Maintenance	14.63	
01311 - Secretary I	14.63	
01312 - Secretary II	16.08	
01313 - Secretary III	17.15	
01320 - Service Order Dispatcher	13.10	
01410 - Supply Technician	19.73	
01420 - Survey Worker	13.11	
01531 - Travel Clerk I	12.28	
01532 - Travel Clerk II	13.04	
01533 - Travel Clerk III	13.98	
01611 - Word Processor I	13.08	
01612 - Word Processor II	14.87	
01613 - Word Processor III	16.62	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.16
05010 - Automotive Electrician	18.45	
05040 - Automotive Glass Installer	17.87	
05070 - Automotive Worker	17.87	
05110 - Mobile Equipment Servicer	16.33	
05130 - Motor Equipment Metal Mechanic	19.22	
05160 - Motor Equipment Metal Worker	17.87	
05190 - Motor Vehicle Mechanic	18.74	
05220 - Motor Vehicle Mechanic Helper	15.57	
05250 - Motor Vehicle Upholstery Worker	17.11	
05280 - Motor Vehicle Wrecker	17.87	
05310 - Painter, Automotive	18.45	
05340 - Radiator Repair Specialist	17.87	
05370 - Tire Repairer	15.78	
05400 - Transmission Repair Specialist	19.22	
07000 - Food Preparation And Service Occupations		
07010 - Baker	13.61	
07041 - Cook I	12.49	
07042 - Cook II	13.61	
07070 - Dishwasher	10.24	
07130 - Food Service Worker	10.70	
07210 - Meat Cutter	16.52	
07260 - Waiter/Waitress	10.74	
09000 - Furniture Maintenance And Repair Occupations		

09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	14.79
09080 - Furniture Refinisher	16.46
09090 - Furniture Refinisher Helper	15.57
09110 - Furniture Repairer, Minor	17.11
09130 - Upholsterer	16.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.24
11060 - Elevator Operator	10.24
11090 - Gardener	13.08
11122 - Housekeeping Aide	11.60
11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	11.02
11260 - Pruner	10.82
11270 - Tractor Operator	12.43
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.35
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	16.58
12012 - Certified Occupational Therapist Assistant	20.05
12015 - Certified Physical Therapist Assistant	20.05
12020 - Dental Assistant	16.41
12025 - Dental Hygienist	31.66
12030 - EKG Technician	20.54
12035 - Electroneurodiagnostic Technologist	20.54
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	14.82
12072 - Licensed Practical Nurse II	16.58
12073 - Licensed Practical Nurse III	18.49
12100 - Medical Assistant	12.82
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.20
12195 - Medical Transcriptionist	12.79
12210 - Nuclear Medicine Technologist	29.25
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	11.96
12224 - Nursing Assistant IV	13.42
12235 - Optical Dispenser	17.47
12236 - Optical Technician	11.36
12250 - Pharmacy Technician	14.05
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	24.35

12311 - Registered Nurse I	23.38	
12312 - Registered Nurse II	28.59	
12313 - Registered Nurse II, Specialist	28.59	
12314 - Registered Nurse III	34.59	
12315 - Registered Nurse III, Anesthetist	34.59	
12316 - Registered Nurse IV	41.47	
12317 - Scheduler (Drug and Alcohol Testing)	20.54	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	20.72	
13012 - Exhibits Specialist II	25.28	
13013 - Exhibits Specialist III	26.53	
13041 - Illustrator I	20.20	
13042 - Illustrator II	25.05	
13043 - Illustrator III	27.64	
13047 - Librarian	26.24	
13050 - Library Aide/Clerk	12.32	
13054 - Library Information Technology Systems Administrator	23.69	
13058 - Library Technician	14.06	
13061 - Media Specialist I	17.10	
13062 - Media Specialist II	19.13	
13063 - Media Specialist III	21.33	
13071 - Photographer I	14.09	
13072 - Photographer II	15.94	
13073 - Photographer III	19.46	
13074 - Photographer IV	23.72	
13075 - Photographer V	28.79	
13110 - Video Teleconference Technician	22.17	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.89	
14042 - Computer Operator II	18.13	
14043 - Computer Operator III	19.02	
14044 - Computer Operator IV	21.07	
14045 - Computer Operator V	23.32	
14071 - Computer Programmer I (1)	19.96	
14072 - Computer Programmer II (1)	24.72	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	15.89	
14160 - Personal Computer Support Technician	21.07	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.11	
15020 - Aircrew Training Devices Instructor (Rated)	30.38	
15030 - Air Crew Training Devices Instructor (Pilot)	33.42	

15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.18
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	23.97
15090 - Technical Instructor	18.88
15095 - Technical Instructor/Course Developer	23.09
15110 - Test Proctor	15.24
15120 - Tutor	15.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.73
16030 - Counter Attendant	10.73
16040 - Dry Cleaner	13.88
16070 - Finisher, Flatwork, Machine	10.73
16090 - Presser, Hand	10.73
16110 - Presser, Machine, Drycleaning	10.73
16130 - Presser, Machine, Shirts	10.73
16160 - Presser, Machine, Wearing Apparel, Laundry	10.73
16190 - Sewing Machine Operator	14.93
16220 - Tailor	15.99
16250 - Washer, Machine	11.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.93
19040 - Tool And Die Maker	21.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.94
21030 - Material Coordinator	17.84
21040 - Material Expediter	17.84
21050 - Material Handling Laborer	11.83
21071 - Order Filler	13.11
21080 - Production Line Worker (Food Processing)	15.09
21110 - Shipping Packer	14.22
21130 - Shipping/Receiving Clerk	13.91
21140 - Store Worker I	14.37
21150 - Stock Clerk	17.95
21210 - Tools And Parts Attendant	15.14
21410 - Warehouse Specialist	15.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.21
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.59
23040 - Aircraft Mechanic Helper	18.80
23050 - Aircraft, Painter	22.70
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.58
23110 - Appliance Mechanic	20.19

23120 - Bicycle Repairer	15.78	
23125 - Cable Splicer	27.13	
23130 - Carpenter, Maintenance	20.18	
23140 - Carpet Layer	20.89	
23160 - Electrician, Maintenance	23.57	
23181 - Electronics Technician Maintenance I	18.21	
23182 - Electronics Technician Maintenance II	24.45	
23183 - Electronics Technician Maintenance III	26.93	
23260 - Fabric Worker	18.43	
23290 - Fire Alarm System Mechanic	21.51	
23310 - Fire Extinguisher Repairer	17.46	
23311 - Fuel Distribution System Mechanic	21.14	
23312 - Fuel Distribution System Operator	17.96	
23370 - General Maintenance Worker	17.87	
23380 - Ground Support Equipment Mechanic	23.21	
23381 - Ground Support Equipment Servicer	20.66	
23382 - Ground Support Equipment Worker	21.58	
23391 - Gunsmith I	16.89	
23392 - Gunsmith II	19.35	
23393 - Gunsmith III	21.41	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		19.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		19.74
20.47		
23430 - Heavy Equipment Mechanic	24.09	
23440 - Heavy Equipment Operator	23.58	
23460 - Instrument Mechanic	23.40	
23465 - Laboratory/Shelter Mechanic	20.40	
23470 - Laborer	12.72	
23510 - Locksmith	19.47	
23530 - Machinery Maintenance Mechanic	24.51	
23550 - Machinist, Maintenance	20.67	
23580 - Maintenance Trades Helper	18.96	
23591 - Metrology Technician I	23.40	
23592 - Metrology Technician II	24.56	
23593 - Metrology Technician III	25.80	
23640 - Millwright	19.17	
23710 - Office Appliance Repairer	20.43	
23760 - Painter, Maintenance	21.22	
23790 - Pipefitter, Maintenance	23.32	
23810 - Plumber, Maintenance	22.62	
23820 - Pneudraulic Systems Mechanic	21.41	
23850 - Rigger	21.74	
23870 - Scale Mechanic	19.38	
23890 - Sheet-Metal Worker, Maintenance	27.44	
23910 - Small Engine Mechanic	17.87	
23931 - Telecommunications Mechanic I	21.27	

23932 - Telecommunications Mechanic II	25.08	
23950 - Telephone Lineman	21.85	
23960 - Welder, Combination, Maintenance	20.67	
23965 - Well Driller	21.41	
23970 - Woodcraft Worker	21.41	
23980 - Woodworker	16.81	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.74	
24580 - Child Care Center Clerk	17.75	
24610 - Chore Aide	9.73	
24620 - Family Readiness And Support Services Coordinator		14.26
24630 - Homemaker	19.78	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	23.25	
25040 - Sewage Plant Operator	24.95	
25070 - Stationary Engineer	23.25	
25190 - Ventilation Equipment Tender	18.82	
25210 - Water Treatment Plant Operator	24.95	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	18.62	
27007 - Baggage Inspector	11.09	
27008 - Corrections Officer	22.73	
27010 - Court Security Officer	21.51	
27030 - Detection Dog Handler	18.62	
27040 - Detention Officer	22.73	
27070 - Firefighter	21.84	
27101 - Guard I	11.09	
27102 - Guard II	18.62	
27131 - Police Officer I	22.83	
27132 - Police Officer II	26.49	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	11.87	
28042 - Carnival Equipment Repairer	12.49	
28043 - Carnival Equipment Worker	10.24	
28210 - Gate Attendant/Gate Tender	12.36	
28310 - Lifeguard	11.52	
28350 - Park Attendant (Aide)	14.09	
28510 - Recreation Aide/Health Facility Attendant		10.09
28515 - Recreation Specialist	10.09	
28630 - Sports Official	11.17	
28690 - Swimming Pool Operator	18.46	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	21.92	
29020 - Hatch Tender	21.92	
29030 - Line Handler	21.95	
29041 - Stevedore I	21.04	

29042 - Stevedore II	25.09	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)		32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)		22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		25.03
30021 - Archeological Technician I	14.99	
30022 - Archeological Technician II	16.76	
30023 - Archeological Technician III	20.82	
30030 - Cartographic Technician	25.74	
30040 - Civil Engineering Technician	24.83	
30061 - Drafter/CAD Operator I	18.48	
30062 - Drafter/CAD Operator II	20.82	
30063 - Drafter/CAD Operator III	23.17	
30064 - Drafter/CAD Operator IV	25.51	
30081 - Engineering Technician I	14.00	
30082 - Engineering Technician II	16.87	
30083 - Engineering Technician III	23.33	
30084 - Engineering Technician IV	24.00	
30085 - Engineering Technician V	28.41	
30086 - Engineering Technician VI	34.46	
30090 - Environmental Technician	24.02	
30210 - Laboratory Technician	21.63	
30240 - Mathematical Technician	25.74	
30361 - Paralegal/Legal Assistant I	18.18	
30362 - Paralegal/Legal Assistant II	19.47	
30363 - Paralegal/Legal Assistant III	24.30	
30364 - Paralegal/Legal Assistant IV	29.37	
30390 - Photo-Optics Technician	25.74	
30461 - Technical Writer I		19.95
30462 - Technical Writer II	24.40	
30463 - Technical Writer III	27.75	
30491 - Unexploded Ordnance (UXO) Technician I		20.95
30492 - Unexploded Ordnance (UXO) Technician II		25.35
30493 - Unexploded Ordnance (UXO) Technician III		30.39
30494 - Unexploded (UXO) Safety Escort	20.95	
30495 - Unexploded (UXO) Sweep Personnel	20.95	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)		20.47
30621 - Weather Observer, Senior (2)	22.72	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	13.60	
31030 - Bus Driver	17.32	
31043 - Driver Courier	14.24	
31260 - Parking and Lot Attendant	11.11	
31290 - Shuttle Bus Driver	15.69	
31310 - Taxi Driver	12.92	
31361 - Truckdriver, Light	13.55	

31362 - Truckdriver, Medium	15.32
31363 - Truckdriver, Heavy	18.57
31364 - Truckdriver, Tractor-Trailer	18.57
99000 - Miscellaneous Occupations	
99030 - Cashier	10.29
99050 - Desk Clerk	12.74
99095 - Embalmer	22.64
99251 - Laboratory Animal Caretaker I	11.36
99252 - Laboratory Animal Caretaker II ♦ ♦	12.50
99310 - Mortician	22.64
99410 - Pest Controller	13.99
99510 - Photofinishing Worker	13.52
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	17.39
99730 - Refuse Collector	15.00
99810 - Sales Clerk	11.85
99820 - School Crossing Guard	12.50
99830 - Survey Party Chief	28.59
99831 - Surveying Aide	16.26
99832 - Surveying Technician	22.30
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	17.45
99842 - Vending Machine Repairer Helper	15.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract

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

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

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

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

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